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The farmer's average income in 1968 was $2,800 and that of the industrial worker $4,300. The increase in farming income remains tied to the bargaining power of the workers in this sector and farmers have long realized the need of banding together to increase this power. A recent Québec Bill establishes the right of any farm producer to belong to a union of his choice. See "Green Power", p. 219.

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News briefs

■ **Social involvement by organized workers in Canada ranges all the way from fighting pollution to international aid, and includes such varied interests as consumer affairs, housing, health care, education, native people and broadcasting, according to a report on a survey published by the Canadian Labour Congress.** Greatest involvement by the labour movement is in the fight against pollution, with three quarters of the respondents indicating activity in this area. Other areas of high activity are education and participation in citizens groups (71 per cent), consumer affairs (66 per cent), health care (more than 50 per cent) and human rights (44 per cent).

The report, prepared by the CLC Social and Community Programs Department, is based on a survey conducted by the department among the CLC's 10 chartered provincial federations of labour and 120 di labour councils. Response to the questionnaire w per cent.

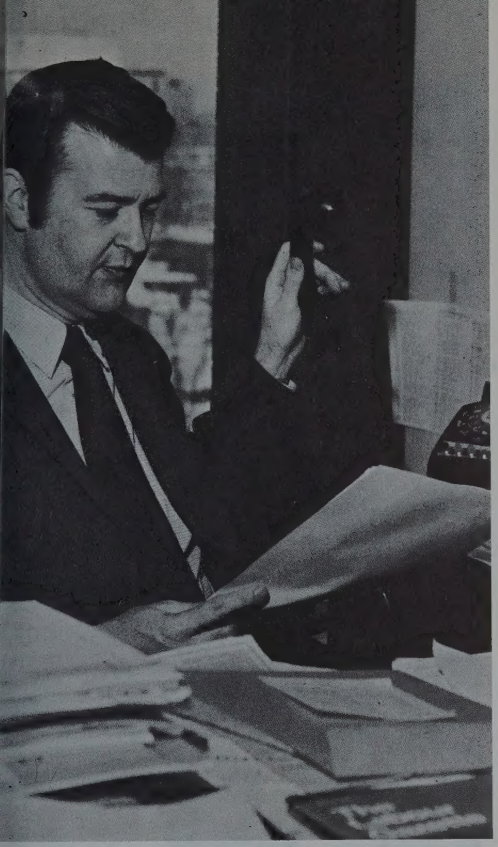
Anti-pollution activities include the setting up of p tion committees, participation in community group Pollution Probe, SPEC and others, and educatio workers and the general public, the report reveals tivities in citizens' groups include co-operation with ants' organizations, groups of unemployed, senior zens, youth, anti-poverty groups and native people.

Two-thirds of the answers to the questionnaire cated involvement in the fields of consumer af housing and social agencies. Activities include sup of consumer co-ops, credit unions, co-operative hou and public housing; consumer education; and activ volvement in the United Appeal and similar ager Most frequent activity in health care is support and motion of community health centres.

In addition, labour organizations, or their mem sponsor sporting events and teams, serve on boards and similar bodies, participate in radio an programs or have their own shows, make repres tions to have the quality of programming improved nate funds for international aid, educate membe the need for aid to developing countries, and serv boards dealing with the problem of regional dispari

General involvement by labour in social issues is f constant throughout the country, but it is interestin note that the areas of involvement vary widely fro gion to region. A case in point is pollution: in Br Columbia, 90 per cent of all respondents are involv fighting it one way or another, compared with 33 cent in Québec. Conversely, 100 per cent of the Qu respondents are involved in consumer affairs, inclu consumer co-ops and credit unions, while only 40 cent are active in this field in British Columbia.

The Prairie Region has the greatest involvemen housing, social agencies and health care. Activitie volving regional disparities are greatest in Québec lowest in Ontario. The Atlantic region is tops in the of human rights, and Ontario in helping immigr And greatest involvement was reported from Prairies, where average ratings exceeded those of o regions.



. Robinson

Kenneth R. (Robbie) Robinson has been named spe- assistant to CLC President Donald MacDonald. Robinson, 36, who takes up his duties immediately, nave special responsibilities in the field of public re- ns. Prior to this appointment Mr. Robinson was di- r of public relations for the Public Service Alliance anada, an affiliate of the CLC. Born in Victoria, , he served 13 years with the Royal Canadian Air e, mainly in the public relations and information s, and was for a time on the staff of the former min- of defence, Hon. Paul Hellyer, as a research and munications assistant. He later became editor and ic relations officer with the Union of National De- e Employees. Mr. Robinson has written numerous les for newspapers and magazines, including **The our Gazette.**

■ **Brian Huggins, formerly Head, Media Relations, Canada Department of Labour, will succeed Ken "Robbie" Robinson as Director of Public Relations for the Public Service Alliance of Canada.** Born and educated in England, Huggins has had extensive experience in newspaper, radio and television.

Trade union activity began with the United Kingdom's National Union of Journalists. He transferred membership to the Newspaper Guild when he joined the CBC News Service in 1957 and subsequently became local president of the newsmen's Guild. Full-time trade union activity began in 1961 as public relations director of the Canadian Brotherhood of Railway, Transport and General Workers, and in 1963 he was appointed a Guild international representative based in Montreal.

Since moving to Ottawa in 1968, Huggins has worked with the Centretown Community Association and a community newspaper, the **Centretown News.** After five years of active membership, he became an accredited member of the Canadian Public Relations Society in 1971.

■ **Wage rate increases in major U.S. collective bargaining agreements last year averaged 8.1 per cent over the life of the contract, a decrease from the 8.9 per cent average gain in 1970.** In a year-end analysis, the U.S. Department of Labor reported that the 1971 tabulations covered nearly 3.5 million workers. Another 500,000 were covered by contracts not yet approved by the U.S. Pay Board and so were not included in the tabulation. Key agreements during the year were in the railroad, auto, agricultural implement, can, aluminum, steel, copper, communications, apparel, and bituminous coal industries.

There were cost of living clauses in 7.1 per cent of the contracts, compared with 7.3 per cent in 1970. The average wage increase in manufacturing was 7.2 per cent, up from 6 per cent in 1970, while increases in non-manufacturing dropped to 9 per cent, compared with 11.5 per cent in 1970. Wage increases in the construction industry dropped sharply from 14.9 per cent in 1970 to 11.8 per cent last year.

■ **Judge René Lippé has been named Chairman of the Public Service Arbitration Tribunal,** succeeding Mr. Justice André Montpetit. The Tribunal is the body authorized under the federal Public Service Staff Relations Act to make binding awards on disputed issues that have not been resolved in collective bargaining and on which arbitration has been requested by either party involved.

Judge Lippé has a broad background in labour law and industrial relations. For 20 years, he has been sole arbitrator for the Aluminum Company of Canada and its employees. He has served in the capacities of mediator, chairman of conciliation boards and chairman of arbitration tribunals in numerous disputes in the private sector. He contributed to the resolution of two disputes between the Council of Postal Unions and the Treasury Board in recent years. He has retired as a Judge of the Québec Provincial Court to which he was appointed in 1949.

Mr. Justice Montpetit resigned because of his duties with the Superior Court of Québec. He had served as chairman of the arbitration tribunal since its inception in June 1967 and thus was the pioneer of the system of arbitration in the federal Public Service.

■ **Robert McPhee has been named Director of the Ontario Human Rights Commission and Valerie Kasurak has been appointed a Commissioner.** McPhee joined the Commission in 1966 as a Human Rights Officer, later becoming Chief of Field Services and in 1969 he became Assistant Director. Miss Kasurak has wide experience in the field of human rights as a former Canadian alternate representative to the United Nations Human Rights Commission, as an officer of many business and service groups in the Windsor, Ontario area and in province-wide organizations and as a member of the Windsor Advisory Committee on Employment to which she was appointed by the Ontario Government in 1968.

Harry Arthurs

■ **Harry Arthurs has been named Dean of th goode Hall Law School of York University,** eff July 1, 1972. Professor Arthurs will succeed Ger LeDain who has been Dean of Osgoode since Currently Director of the graduate program in la thurs has been a member of the faculty of Os since 1961 and served as Associate Dean of th School from 1968-70.

Well-known as an arbitrator and conciliator in l disputes, Arthurs was chief adjudicator for the Service of Canada in 1967-68, and is presently dian member of the United Automobile Workers Review Board and impartial chairman of the Men Ladies' Garment Industry, Toronto. A charter m of the Canadian Industrial Relations Research In he is also a member of the National Academy of trators, the AAA Labour Arbitration Panel, an Ontario Arbitration Commission Labour Arbit Board.

ıe Canadian Labour Congress in February sub- a brief outlining the CLC's views on the Revised ployment Insurance Act to Manpower Minister Mackasey, the Unemployment Insurance Com- n, and the Unemployment Insurance Commis- dvisory Committee.

LC brief complained about what they called the rous limits" to which some insurance officers were ing the provision that disallows claims for unem- ent insurance from persons who are out of work se of a work stoppage attributed to a labour e.

ıave no quarrel with this principle as such but we have noticed that the administration pend- seems to have swung far away from the neutral n to a point where it appears that interpretations mmission officials are almost invariably anti- ant in their nature," the CLC said. "We believe we an over-zealousness on the part of the respon- fficials, not only to issue disqualification notices, seek out painstakingly whatever remote possi- s there might exist to ensure that disentitlement s."

ers who are laid off because of a chain reaction a dispute should be entitled to insurance, it was ar- And membership in a union involved in a dispute d not form the basis for disqualification. Difficulty lso being experienced in some cases by inter- ion of insurance officers regarding the point when resumed after the dispute.

onus should be placed positively upon the insur- fficer to show conclusive evidence of a claimant's interest in the dispute and its outcome by reason ablished facts in each case before a claimant is dis- ied," the CLC said.

whole object of unemployment insurance as we it in this country is to provide, as a matter of right r citizens, the benefits available to them through ompulsory contributory structure of the scheme, citizens are, through no fault of their own, sepa- rated from their employment," the CLC continued. "The Unemployment Insurance Act is not a plan designed to serve the interests of the public treasury to the detriment of claimants. It is not intended by either the letter or the spirit of the Act that a bureaucratic obstacle course be set up to ensure that no money is paid out to anybody until all other sources of personal income are dried up."

The brief maintained also that workers should not be penalized for refusing to cross a picket line.

■ **For the first time in Canadian statistics, a national expenditure pattern representative of all persons living in private households in the 10 provinces is available from Statistics Canada** with the release of results from the 1969 survey of family expenditure. These results were derived from a sample of 15,140 families and unattached individuals at the beginning of 1970, referring to expenditures in the year 1969. The sample covered all areas of Canada, both urban and rural, except the Yukon and Northwest Territories.

For all families and unattached individuals living in both urban and rural areas of Canada, total expenditure averaged $8,161 per spending unit for 1969. Average total expenditures ranged from $5,784 in Prince Edward Island and $5,792 in Newfoundland to $9,112 in Ontario. The pattern of expenditure showed market variation between provinces. Although Canadians, on average, allocated 18.7 per cent of family expenditure to food, the percentage varied provincially from 25.8 per cent in Newfoundland to 16.8 per cent in Alberta, reflecting differences in family size as well as income level. The percentage spent on shelter ranged from 15.6 in Saskatchewan to 13.1 in Newfoundland. In Newfoundland almost three quarters of families were homeowners and the majority of these homes were mortgage-free. Other categories of expenditure which showed market variations between provinces were clothing, travel and transportation, and personal taxes. Three publications of tabulations and an analytical volume are being prepared under the general title of Family Expenditure in Canada, 1969.

■ In a brief presented to Prime Minister Pierre Elliot Trudeau and several cabinet ministers in late February, **the federal Government was asked by the Canadian Federation of Business and Professional Women's Clubs to lead the way in removing discrimination against women workers and providing equal opportunity with men.** The delegation, headed by Miss Charlotte I. VanDine, charged that the Government "has not used to the fullest the skills and abilities of women in the Public Service, in Crown Corporations, in all areas of Government services. This is a waste of human resources."

The Federation commended the Government for passing the Unemployment Insurance Act 1971 and amending the Canada Labour (Standards) Code especially with regard to maternity protection and benefits, equal wages and periodic increases in minimum wages. The brief urged that the Government attempt to impress upon the provincial labour ministries the importance of ratifying ILO conventions concerning equal remuneration for work of equal value and job protection for women who have to take maternity leave. The submission asked that men and women be treated equally under the Canada Pension Plan and that legislation be amended so that provisions applicable to the wife and children of a male contributor would be applicable also to the husband and children of a female contributor.

The delegation urged also that a greater proportion of women be appointed to policy-making and advisory positions at the federal level, that greater use be made of part-time workers, that self-employed women be protected against exploitation, that there be a career information service for women in Canada Manpower Centres and that there be adequate day-care facilities for working mothers.

Prime Minister Trudeau commended the Federation for concentrating on the Royal Commission Report on the Status of Women "rather than unlocking a whole new series of questions." He promised the delegation that the report would not gather dust. "We may not always do what the report recommends," he said, "but we try to meet it head-on and say we agree, we disagree . . ." Ray Perrault, parliamentary secretary to Manpower Minister Bryce Mackasey who was in hospital, said that there were plans for "a good deal of work" on the report but they could not be revealed at the time. **The delegation was assured by Health and Welfare Minister John Munro that steps were being taken to attempt a breakthrough in ending discrimination against women.** The Minister expressed the hope also that federal and provincial governments would agree on amendments to Canada Pension Plan within the next year to assure men and women would be treated equally. External fairs Minister Mitchell Sharp said that the ILO con tion on equal remuneration for work of equal v could only be ratified if the provinces agree, but convention on job protection for prospective mot was out-of-date and would not be sought in full. Lal Minister Martin O'Connell told the delegation Canada Manpower Centres have already been adv to adopt a wider range of occupations and training women.

■ Statistics Canada states that the motor vehicles ported from the United States in 1971 accounted 35.9 per cent of the total imports from there, whe the motor vehicles exported from Canada to the Un States accounted for 33.7 per cent of our exports to country. Although both were just about in balance, has not always been the case. In 1965, the year the tomobile agreement was signed, motor vehicles counted for 16 per cent of imports and for 4.6 per of exports. Little by little, the situation changed in ada's favour, following the general trend of the t balance which, after showing a deficit of $1,012 mi in 1965, showed a surplus of $1,203 million in 1971.

This commercial advantage has been supplemente investments made in Canada by the American auto tive industry and by the consequent creation of a tional jobs, to say nothing of near wage parity. An can investments in Canada between 1964 and alone, amounted to about $1 billion. These are the sequences of the 1965 Canadian-American Agreem one of the objectives of which was to produce suffi automobiles in Canada to meet consumer demand. purpose has now been achieved.

The Automotive Agreement has for some time been scapegoat of American protectionists. The Cana consumer however, has not yet obtained wage pa with his neighbour. The same car costs less in Bo than in Toronto; but the Canadian buying his ca Boston will pay custom duties when crossing the bo Until now, only manufacturers were granted exe tions from customs duties.

he challenges and discrimination facing Canadian n involved in a climate of social and economic e are examined in a publication released recently Women's Bureau of the Canada Department of ır. The publication titled "Women's Bureau '71", nprised of four papers prepared by Sylva Gelber, tor of the Women's Bureau.

first paper, "The Underemployed, Underpaid of the Labour Force" presents statistical data re- ıg a picture of working women in Canada and ng that occupational segregation and wage discri- tion still persist. The second paper, "The Impor- of Perseverance" is an appeal to women to rectify ng injustices in Canadian society. The third paper, ear After the Report: Where are We Now?" refers e Report of the Royal Commission on the Status of en. It outlines significant legislative enactments by al and provincial governments to eliminate sex dis- nation in employment and urges working women rade unions to make full use of the new legislation.

fourth paper, "Canada's International Posture on tatus of Women," looks at two international bodies which the Women's Bureau is closely associated: nternational Labour Organization and the United ons Commission on the Status of Women. nen's Bureau '71," a bilingual publication, is avail- free from the Women's Bureau, Canada Depart- of Labour, Ottawa.

he B.C. Mediation Commission appointed medi- officers in 249 cases during 1971. Seventy-seven intments were made on the application of employ- nd 166 on the application of unions. In four cases, arties applied jointly and on two occasions, ap- ments were made following directions from the ncial Minister of Labour. Although the Commis- was involved in more disputes than in 1970, the ber of employees involved was less than half the ber in 1970. The total number of disputes settled by ation officers in 1971 was 177, the total not settled 8, and some were carried over into the new year.

■ **The United Auto Workers and the International Brotherhood of Teamsters have announced the formal dissolution of the Alliance for Labour Action.** The ALA was set up four years ago (LG 1969, p. 638). Teamster President Frank Fitzsimmons said that the dissolution was made with great reluctance, adding: "While the activities of the ALA met with great success, the financial difficulties of the UAW—resulting from its last round of negotiations with the giants of the auto industry—make it impossible to fully fund the organization." Most ALA officers have already returned to their respective organizations.

■ **J. S. Gunn has been appointed by the Public Service Commission as Acting Director of the Conciliation and Arbitration Branch** of the Canada Department of Labour. The Department announced also the appointment of A. R. Gibbons as Assistant Director of the Conciliation and Arbitration Branch. Mr. Gibbons will retain his responsibilities as Industry Specialist concerned with the railways.

Gunn joined the Department of Labour in 1945, at Winnipeg. In 1955 he was appointed senior conciliation officer and departmental representative for Northwestern Ontario, Manitoba and Saskatchewan. In 1965 he was transferred to Ottawa, and in 1966 he became Assistant Director, Conciliation and Arbitration Branch. Gibbons joined the Department in January, 1970. He had previously served as executive secretary of the Canadian Railway Labour Association, as general vice-president of the Canadian Labour Congress, and as a member of the Economic Council of Canada.

■ **The Research Branch of the British Columbia Department of Labour has published a booklet entitled "Wage and Work Guarantee Provisions in British Columbia Collective Agreements."** The study illustrates the types of provisions dealing with wage guarantees that are now appearing in collective bargaining. Examples of wage guarantees are recorded, together with evaluative comments concerning their effectiveness. Copies are available, free of charge, on request to the Director, Research Branch, Department of Labour, Parliament Buildings, Victoria, British Columbia.

50 years ago

Strikes and lockouts were prohibited under the provisions of a 1922 agreement reached between the Toronto Stone Cutters' Association and a local of the International Cut Stone Contractors' and Quarrymen's Association, it was reported in The Labour Gazette of May 1922. Other topics recorded in the issue were: The effect of reduced hours on output and efficiency; free scholarships from the Canadian Pacific Railway; a commission to determine quarterly changes in the cost of living for coal miners; the suit of an Alberta youth against his father for wages; and a study on minimum wages in Canada.

■ **An important industrial agreement, the purpose of which was to prevent strikes and lockouts** and facilitate a peaceful adjustment of grievances and disputes, was reached between the Toronto Stone Cutters' Association and Toronto Local and District No. 4, International Cut Stone Contractors' and Quarrymen's Association. Provisions of the agreement, effective May 1, 1922 to April 30, 1923, were: "Employers to employ as stone cutters, for pneumatic and hand cutting, only union members, provided that skilled men are furnished. Otherwise, employers may employ stone cutters as they see fit, who shall make application to join the association. Wages, per hour, 90 cents; hours of labour, eight per day with four on Saturdays—forty-four per week; overtime only in cases of absolute necessity; first two hours, time and one half; thereafter, double time; suitable accommodation to be provided for the men, with sun shades in summer; and **parties to arbitrate differences and grievances without any strike or lock** Each party is to elect an arbitration committee of th members. These, on failure to agree, shall select an u pire, whose decision shall be binding. Workmen n work for whomever they see fit; employers may emp or discharge whomsoever they see fit; either party w ing to alter terms of the agreement must give month's notice of desired change prior to expiration the agreement."

■ **The effect of reduced hours on output and efficie** was discussed by H. M. Vernon, MD, investigator the Industrial Fatigue Research Board of England his book, "Industrial Fatigue and Efficiency." In United States, one of the issues in dispute in the cot textile industry was a demand by manufacturers fo return to the 54-hour week in mills where the 48-h week was in effect. "In Great Britain," said Dr. Vern "the chief inspector of factories reports (1918) t when the hours were reduced from 55 to 49½ a we the output in some factories . . . showed a reduction p portionate to about half the reduction of hours, an one factory there was practically no reduction in output of the looms, as the weavers kept so much be time. In Scottish factories, again, a similar reductio hours caused an almost proportionate fall of outpu carding, but a smaller fall in spinning. In Wales, a f reduced the hours of work from 52½ to 49½, and the sult was so satisfactory in the weaving department t the system was extended to the spinning department.

■ **Two free scholarships, covering four years tuitio architecture, chemical, civil, mechanical or electrical gineering at McGill University,** were offered, subjec competitive examination, by the Canadian Pacific R way. They were offered to apprentices and other ployees enrolled on the company's permanent staff under 21 years of age, and to sons of employees. examination was the regular entrance matriculation amination provided for in the University's annual endar. The scholarships were to be awarded to can dates with the highest average who complied with requirements of admission and were to be renew from year to year to cover a period not exceeding f years. The Canadian Pacific Railway authorized the granting of three scholarships of $500 each annu to Toronto University for the purpose of inducing gr uates of universities in Western Canada to pursue th postgraduate studies at Toronto University, and t not only keep these graduates in Canada but also able them to become better acquainted with conditi in the east, and so tend to promote Canadian unity their return to the west.

A Cost of Living Commission, appointed in January to determine quarterly changes in the cost of living bal miners on Vancouver Island, and to report the unt by which wage rates should correspondingly be ased or decreased, forwarded its report for the er ending March 31, 1922, to the federal Depart- of Labour. Forms had been sent to the merchants dealers in various localities with whom the majority ners usually traded. The method of computing the ges was to determine the percentage of increase or ease of prices of March 31 over December 31, for eries, provisions, meats, etc., and to add a further ifths of this increase (or decrease) as an equivalent ver similar increases (or decreases) in clothing, etc. ncrease of 2.88 per cent was ascertained, that unted to an increase in wages of 8½ cents a day e the base rate was $3 a day, and 9 cents a day e the base rate was $3.15, the increase in wages to me effective May 1, 1922, and to apply to all un- round service, clerical and office employees.

In Alberta, a youth of 17 brought an action against ather (a farmer) for wages earned during the time as working for him. He was awarded $273.75 and by a justice of the peace, and this judgment was confirmed on appeal to the District Court. The father appealed to the Supreme Court of Alberta. From the evidence given before this Court, it appeared that the plaintiff, a son of the defendant, had left home when he was 15 years old because of a dispute with his father, and worked for another farmer who paid him $75 a month. He was at that time "an able-bodied young man, as competent as though of age." The son's evidence that he had a hiring agreement with his father when he returned to his father's house was accepted by the Court. The appeal to the Supreme Court of Alberta was dismissed with costs.

■ **A comprehensive article on the "Minimum Wage in Canada"** was published in the April 1922 issue of **The Journal of Political Economy.** The article was reprinted in pamphlet form, and the Department obtained a limited number of copies for distribution. The study is prefaced by a brief inquiry into the reason why the spread of minimum wage laws was more rapid in Canada than in the United States. Among the reasons cited by the authors was "the support given to the movement by organized labour in this country. In contrast, American labour officials were either hostile or apathetic."

Book reviews

The Dirty Thirties, Canadians in the Great Depression; edited by Michiel Horn; Copp Clark, Toronto; 728 pages; $5.95 paper, $10.95 cloth.

The attitudes of many Canadians alive today have been formed by two cataclysmic events of the 20th Century. They are: World War II and the Depression. And some of these people wish that younger Canadians could go through these same experiences. This book is an attempt to show the Great Depression through the eyes of Canadians of the day. Through historical documents, letters, newspaper reports, cartoons, photographs and reminiscences, the author tries to show what the Depression was really like.

The collection contains accounts by farmers, fishermen, white collar workers, the unemployed, academics, journalists, social workers and many others. Here's one example, a plea to Prime Minister R. B. Bennett from an Alberta farmer's wife: ". . . I've got three little children, and they are all in need of shoes as well as underwear but shoes are the most needed as two of them go to school and its cold. My husband has not had a crop for 8 years only enough for seed and some food and I don't know what to do. I hate to ask for help. I never have before and we are staying off relief if possible. What I wanted was $3 if I could possible get it or even some old cloths to make over . . ."

Family Allowances and the Tax System, by Laurence Kelly; Industrial Relations Centre, Queen's University, Kingston; 25 pages; $1 paper.

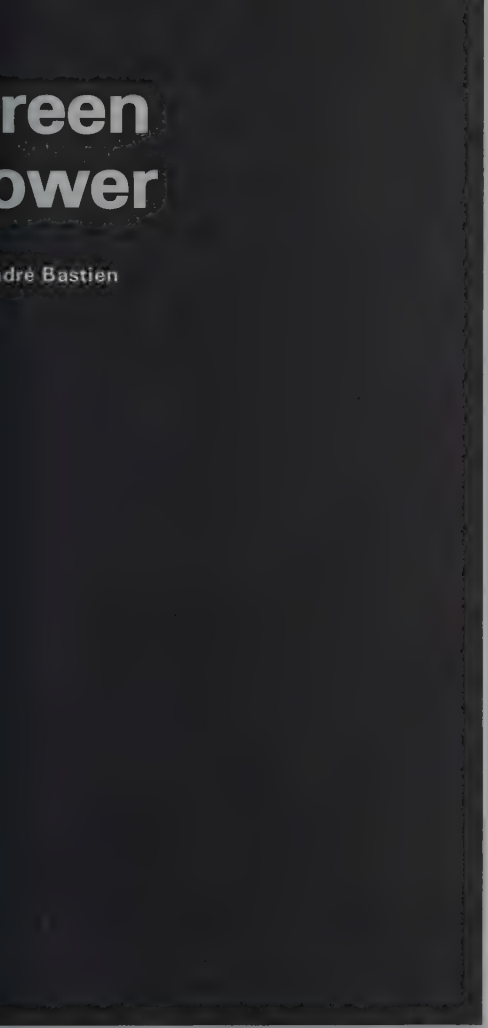
This is an analysis of the family allowance program and of the Family Income Security Plan that is to replace the present plan this year. In earlier writing, Dr. Kelly has stressed the need for greater co-ordination of social security policies with each other and with the tax s tem. And here he expresses reservations about the c cept of selectivity reflected in the new plan and ab the general lack of co-ordination between this plan a the new tax legislation.

Public Attitudes Toward Unemployment Insurance, Leonard P. Adams; W. E. Upjohn Institute for Empl ment Research, Kalamazoo, Michigan; 98 pages, $1.2

The purpose of this book is to study the attitudes Americans to their unemployment insurance syste system that began in 1935 but which had underg many changes in the intervening years. The aut found that although the American people have cepted the extension of government responsibility provide assistance to the unemployed, they never fu understood the approach taken. And support has var according to the general public's appraisal of the deg of need of unemployed workers and also the rela availability of jobs. The author suggests a continu public education program to acquaint the public w the system and give them a better understanding o As for abuses of the system, the author says that ab has been and still is much less than most are incline believe.

Employers' and Workers' Participation in Planning; ternational Labour Office, Geneva; 248 pages; $4. Av able in Canada from: ILO Branch Office, 168 Queen Ottawa.

This book is a general introduction to the subject of ticipation by employers' and workers' organization economic and social planning throughout the wo The study consists of: a description of planning syst in operation now; an analysis of the aims the public thorities have in mind when enlisting the participa of employers' and workers' groups; a description of machinery set up at different levels to enable partic tion to become a reality; an examination of how participation can be more than a formality; a study the impact of planning and this participation in planning process on industrial relations and social in tutions; and an evaluation of the experience of diffe countries.



"Let's not kid ourselves," declared Albert Allain, General President of the Catholic Farmers' Union, holding up a copy of the Agricultural Unionism Bill (Loi sur le syndicalisme agricole), "Bill 64 is no cure-all. It merely shows the difference between a rickety organization which, based on financial resources, will be in a position to assess problems and suggest solutions. Without this, farm workers could be tempted to choose a radical action rather than choose the bargaining path."

The farmer's average income in 1968 was $2,800 and that of the industrial worker $4,300. Between 1949 and 1968, the real improvement of the net farming income reached only 34 per cent, compared with 70 per cent for industrial wages. The small increase in the net income of the farmer explains, to a large extent, the rate at which Québec farms are being abandoned. Over the past five years, their number fell from 77,197 to 64,809.

First attempts at unionization

The increase in the farming income remains tied to the bargaining power of the workers in this sector. So farmers realized long ago the need to regroup into various associations in order to take advantage of the benefits of improved efficiency.

First attempts at unionizing Québec farmers were made in 1870 with the advent of farm clubs. The clubs, which endeavoured to be an instrument of farming improvement, federated in 1875 under the name of the National Farming Union. They rapidly became technical upgrading groups. With the creation in St.-Hyacinthe, in 1918, of the Farmers' Union of the Province of Québec (Union des agriculteurs de la province de Québec), the union movement surged ahead. By way of protest, the farmers north of Montreal founded a second union, which they called the Farmers' Union of the Province of Québec (Union des agriculteurs de la province de Québec).

After the war, the two movements merged to become the Catholic Farmers' Union (CFU). First established as a professional association, the CFU is today an agricultural union organization. It comprises between 35,000 and 50,000 members—farmers and forest workers—distributed in more than 800 unions.

Professionalization of unionism

With the Agricultural Marketing Act of 1956, the CFU obtained a legal framework enabling it to gradually establish collective bargaining mechanisms to determine prices and sales conditions of farm products. This piece of legislation made possible the organization in a joint

Albert Allain

plan of each type of producer or group of different types of producers. A draft of a joint plan, after being approved by the Québec Agricultural Marketing Board, must still, through a referendum, include at least 60 per cent of half of the producers concerned. Afterward, they regroup into producers' boards or unions. The unions generally form a federation that then groups, throughout Québec, into the producers of a specific product.

The present structures

At the present time, the CFU is formed of two types of federation: the regional federations, and the provincial federations of specialized producers.

There are 16 regional federations: South Shore (
unions); St. Maurice River area (34); Gaspé (11);
liette (39); Laurentians (55); Nicolet (51); Northwest
Québec (51); Eastern Québec (24); Northern Québ
(43); Western Québec (40); Southern Québec (56);
mouski (106); Saguenay (57); St.-Hyacinthe (68);
Jean, Valleyfield (54); Sherbrooke (78). The produc
federations affiliated with the CFU are as follows: m
producers, industrial milk, consumer eggs, poul
pork, sugar and maple syrup, potatoes, and wood.

A general council, consisting of the president of ea
federation, heads the CFU. It discusses the year's p
gram and takes action on the decisions reached at
annual convention. In addition, it chooses an execut
council to administer the general business, prepare
budget, vote the expenses, and hire the staff.

Present difficulties

The permanency of services and the organization of
gional and provincial structures of the CFU are alw
faced with budgetary differences caused by the grea
or lesser success of voluntary recruitment.

In July 1967, there were 58,176 members in the CFU
1971, there were only 33,036. There are several reas
for this decrease: reduction in the number of fa
workers; increase of the membership dues in 1969; p
ticipation of a large number of farmers in a joint pl
and opposition to the CFU action.

In 1966, under the chairmanship of Lionel Sorel,
CFU undertook action leading to the amendment of
Agricultural Marketing Act. Since then, the dairy po
of the federal Government, the difficulties of jo
plans, and the economic situation have caused the C
to lose support in peripheral areas.

Modernization

In August 1969, the CFU submitted a brief on farm
unionism. The brief was directed not at the level of
right of association—a right that already recognized
der the Professional Syndicates Act—but at the leve
exercising the right of association.

At a meeting with the members of the National Asse
bly, the body pointed out that it did not want to repl
its structure with another, but rather to modernize
system of collecting dues. "Local recruiters," states

Allain, "no longer wish to beg for the $15 dues. is outmoded. And moreover," adds the General dent, "those who do not pay dues still benefit from ction of the CFU." The brief submitted to the Cab- n 1969 pointed out also that, everywhere in indus- ervices and the so-called "liberal professions" (ex- n agriculture), when an organization shows that it sents a majority group of workers, all those in the are usually requested to pay dues.

reference to industrial trade unionism will be the one. **In a recent text, the CFU states that the legis- intended for salaried workers cannot apply to the ultural world.** The most that can be hoped for is he local or regional level of the structure of agri- ral unionism will make the best of the Professional icates Act; the provincial level of the structure obtain a made-to-measure piece of legislation.

4

64 describes the structure and operation of an or- ation that already exists," says Allain. This state- meets the criticisms of Roland Pigeon, President e Québec Federated Co-operative, who declared e the Parliamentary Committee on Agriculture, he definition of the word "association" in the Bill n anonymous description of the present CFU.

now stands, the Bill establishes the right of any producer to belong to a union of his choice, the of this union to belong to a federation, and the of the latter to affiliate with a certified association. Agricultural Marketing Board, however, may grant ication to a confederation following a referendum; r cent of the producers must vote, and the absolute rity must be in favour.

Bill provides for a second referendum to allow the iation to make payroll deductions of dues. The nt of these dues for the producers is set at $15; for a federation or a union filling the role of a board pursuant to the Agricultural Marketing Act, the amount is 20 per cent of the dues exacted from the producers. The Bill stipulates also that any increase will have to be the object of a referendum.

Criticism of the CFU

On August 26, 1971, the CFU proposed to the Parliamentary Committee on Agriculture several amendments to the Bill. It particularly criticized the certification method proposed in Bill 64.

"As a result of a Royal Inquiry Commission," recalls Allain, "the Ontario Government passed a Bill on Agricultural Unionism. The legislators suggested the referendum to make sure of the representativeness of the associations applying for certification. Two bodies, unequal in size, waged battle at the expense of the largest group. The Act has been lying in a cubbyhole ever since."

The CFU will win its case on second reading. The Association applying for certification must henceforth establish, to the satisfaction of the Agricultural Marketing Board, (and prove by a showing of membership cards) that it represents the majority of Québec producers.

The Québec legislators have taken note of four other suggestions made either by members of the Parliamentary Committee, by bodies interested in the Bill, or by the CFU: abolition of the referendum to hike dues; a more precise definition of the word "producer"; a more elaborate definition of the powers of the general meeting of the association; and the setting of limits on the periods required for a second application for certification.

A new form of unionism

"This piece of legislation disturbs the system," declares the President General of the CFU. This statement by Allain confirms the analysis made by André Charbonneau, a staff writer for **Le Devoir,** who, in an article published on December 16, 1971, reminded readers of

the incompatibility of farming trends with the economic system. It explains also the virulent attack by Charles Perreault, President of the Management Board. Producers' boards, strictly speaking, are economic monopolies. In law, as well as in fact, they operate to the detriment of both consumers and producers in a system of free competition. A piece of legislation, such as Bill 64, which would further reinforce this system, would be an attitude difficult to accept for the Québec community as a whole.

Future action

After Bill 64 is adopted on third reading, the CFU must still obtain from the farmers the right to make payroll deductions. The challenge of the Association is at another level, however. In future activity, the CFU will some day have to choose between the big or the sm producer. Up until now, owing to its way of collec dues, the Association had to appeal to all farmers in der to survive. But should the referendum on dues favourable, for whom will the CFU work? It is the ture of agriculture in the Province of Québec that be at stake.

(The opinions expressed in the accompanying article those of the author, and do not necessarily reflect views or policies of the Canada Department of Labo

André Bastien knows the agricultural situation in Province of Québec well, and he described it in a s that appeared recently in "Forces", published by Hy Québec. Beginning as a reporter at Photo-Journal, l tien later became one of the writers of l'Entre-N published by the Hydro-Québec employees. Ex-presi of the Business Press Club of the Province of Québec is now an administrator of the Provincial Board of rectors of the Association of the ex-France-Qu trainees (Quéfratec).

LC work

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ents in developing countries have a reason to be eful to Canada and especially to the free trade union ement in this country. The Canadian Labour Con-s, a national trade union centre with 1,700,000 nbers, contributes $50,000 to the International Con-ration of Free Trade Unions (ICFTU) for work in eloping countries, over and above the $48,000 affili-n fees. The CLC has for some years been involved rograms sponsored by the International Labour Or-zation concerning labour colleges and equipment in eloping countries. The Overseas Students Program, ch for a long time had been conducted by the La-r College of Canada from the University of Mon-l, is now operated solely by the CLC. During 1963-bout 131 foreign students came to the University n developing countries. The Canadian International elopment Agency (CIDA), then known as External made a grant to the college to cover expenses. DA went through another assessment in 1967 to re-uate all programs," says John Simonds, Director, rnational Affairs Department, CLC, "and the for-student program was temporarily interrupted. The le thing is up in the air at the present."

CLC's first large program in its own right was the construction of three additional buildings on the site of the Interamerican Institute for Labour Studies at the Cuernavaca, Mexico, which was opened in 1965. The college, built by the ICFTU, attracted students from all parts of Latin America, and was so successful that it had an urgent need to expand. CIDA contributed $75,000 to this $300,000 project. The CLC project included construction of classrooms, a dormitory building with 18 bedrooms, each with its private bathroom, that can accommodate three students per bedroom, and a fully equipped two-storey library.

Well over one half of locals in Canada participate in the overseas program, with union members donating 1¢ to 2¢ a month. Robert Craig, former director of Social Ser-

The classroom building

The library

vices, Ontario Federation of Labour, now Director of Interamerican Institute for Labour Studies, opened the facilities of the library to university students and senior high school students and the general public.

"We created 17,000 man-days of employment for construction on this project," Simonds declared.

The total residential capacity at the college is 105, and the auditorium seats 220 people. Here, trade unionists gather for conferences on economic problems in Latin America, family planning, new methods of training and adult education techniques, as well as a number of trade union tool courses.

The CLC's largest program so far, in terms of activities, is the Human Resources Development Program, where seminars for senior trade unionists have been conducted in Nigeria, Dahomey, Senegal, the Caribbean and Latin America. The HRD program has a total budget of $215,000; CIDA contributed $100,000. The program sponsors month-long residential seminars in developing countries and averages 40 students in each course. They are supplied with air transportation, meals, and a modest allowance and spend a month in residence. The latest seminar, in Mexico, had 71 students and Saul Rae, Canada's Ambassador to Mexico, was on hand to present the graduation certificates. Trade union cou are conducted by highly qualified trade unionists. enty-five per cent of the instructional periods concer organization, operation and development of t unions; 25 per cent concentrate on new technique adult education, trade union financing, and CLC icies. The Canadian High Commissioner in Ghana said that the program is worth $1,000,000 in good for Canada. Representatives of UNESCO, the ILO local government officials attend the opening of e seminar, often with the Minister of Labour of the country.

The success of the HRD program is measured by the action of students who participate and the report foreign and Canadian government representatives. reports have been exceptionally good. The progra relatively young as it began only last July but alre starts have been made on 35 co-operatives and cr unions. Consumer co-operatives in Africa are well their way to having 14,000 members.

The ICFTU provides personnel to help with these grams. At the moment, Canada has 18,000 volun workers in developing countries. The reason for the nadian success seems obvious. Says Simonds, "Poli subjects are not discussed. We concentrate only or aspects of trade unionism, how to set up a budget new techniques in adult education. We help them t more qualified to help themselves. And unlike other vantaged countries, there are no strings on activities."

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There can no longer be any doubt that unions in Québec, and the Québec Federation of Labour in particular, have become involved in politics. Last fall, by adopting a "socialist-flavoured" manifesto, the Confederation of National Trade Unions announced its intention "of putting an end to sometimes verbal, sometimes purely nationalistic battles and to get to the very heart of the struggle against the exploitation of workers by capitalists." And the QFL, at its 12th biennial convention in November, acting on the suggestion of its President, Louis Laberge, decided to stop separating political activity and union activity. In his written speech entitled "United Front"—which he set aside to speak extemporaneously—he declared: "There is no difference between union action and political action—it is a common front. It is all union action." It was one of the QFL guests, Jean Beaudry, Executive Vice-President of the Canadian Labour Congress, however, who, in his message to the delegates stated: "It seems to me that the time has come for all workers in the province of Québec, as well as those in the rest of Canada, to stop separating the lunch box from the ballot box."

Attending the convention, at the Queen Elizabeth Hotel in Montreal, were 918 delegates, representing 23 regional labour councils, 57 different organizations and 416 union locals.

In his speech, President Laberge denounced the violence of the system. "We live in a violent society and this violence, save very few exceptions, originates with owners and is directly against salaried employees." He continued: "We are facing but one and the same enemy—the oppressive organization of a falsely civilized society. This situation demands the unification of all our efforts in one single battlefront. And, whatever the model of society we seek, we now know that the one in which we live, here in the province of Québec and more generally in North America, is not made for us.

"We also know that we are all threatened, whether we be educated or not, qualified or not, organized or not, by the same economic insecurity and the same tools used by power to protect the real beneficiaries of the economic system." He asked whether there was any hope in union action. "Today, we have evidence that even ordinary union work leads to a dead end if it is restricted to peaceful negotiation and application of col-

lective agreements by isolated groups." The worker now has his say, he stated. "Québec workers must no longer leave things to falsely representative elites. They must fight wherever their fate is debated and they must take over these decision centres. They must demand a social organization fit for them, whose mechanisms, legislation and structures would be used to the satisfaction of their needs rather to their integration into a system which uses them to the benefit of a few."

In conclusion, he stated: **"This Québec society will naturally be socialist and will exercise all the powers it deems necessary to fulfil its mission.** We can also foresee that this society will be basically democratic if it bri to heel those opposed to the founding of a real distri tive justice."

Following Laberge's speech, the convention move resolution encouraging massive participation of work in political action aimed at replacing the present syst by a socialistic and democratic society. Having rec nized the right to self-determination for the provinc Québec, including that of proclaiming its sovereig "in the respect of the needs and hopes of the work classes;" the convention demanded French as the o official language in the province of Québec; that

ul labour body agree to consider its participation in tical party and even, if necessary, the creation of a party. The QFL reiterated its support for the New ocratic Party on the federal scene and, in spite of nequivocal eulogy by Laberge for the Parti Qué- s (PQ), neither publicly nor officially committed it- n separatism or on the political future of the prov- of Québec within Confederation.

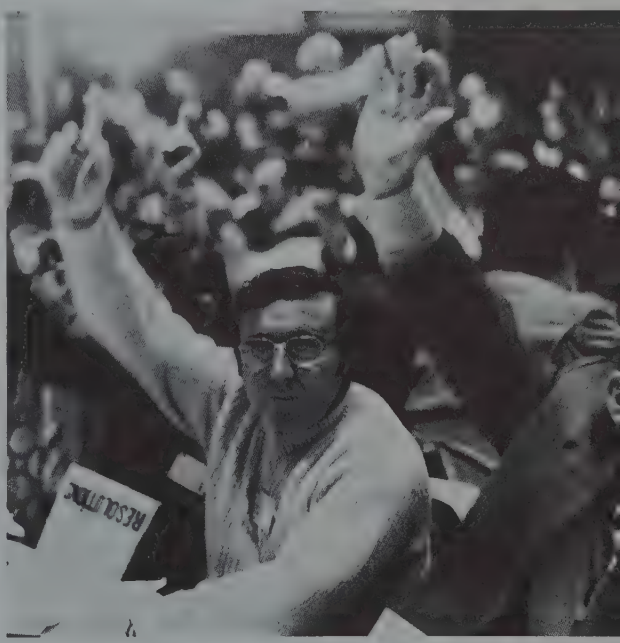
anifesto for a new strategy entitled "The State, anism of our exploitation," prepared by a team of rch workers of the QFL, proposed a long-term ob- e, namely to "replace the capitalist system and the which supports it by a social, political and eco- c organization whose operation will be based on ying collective needs, by a popular power placing tate machinery and products of the economy into ands of all the citizens." On a short-term basis, the ment encouraged the workers, in order not to expe- e this irreversible backward movement, "to fight an ever-increasing ardour to maintain the acquired s in our circles, social legislation, etc.; to strongly and improvements in working conditions and es; and to demand from the State that public funds be wasted in private enterprise."

arding sectorial bargaining, the QFL intends, ugh this, to extend unionization to the greatest pos- number of workers in the province of Québec. To ten its detractors, the QFL will henceforth be able fer to a new code of ethics on strike votes it has n itself to point out the democratic and representa- character of its consultations. Finally, concerning principle of general strike in the province of Qué- the Convention stated that it favoured such a gen- zed measure limited in time, after a thorough con- tion of unions, organizations and other affiliated s.

special campaigns held the attention of the dele- s of this Convention—namely, the subscription cam- n of "Québec-Presse" and the drive against condi- leading to industrial accidents in the province.

delegates to the 11th Convention of the QFL had ted with enthusiasm the creation of the new Québec kly, **Québec-Presse,** dedicated to the defence of the king class. To this day, the QFL has invested ,000 in the publication. During this 12th Conven- Louis Laberge and Fernand Daoust reminded the gates several times of their interests in and obliga- toward this undertaking. The subscription cam- n, carried out with much fanfare, produced few en- aging results.

Fernand Daoust Louis Laberge



President Laberge reopened the campaign concerning the black file of what he himself called "the massacre of the workers." While on a screen behind the stage were shown the pictures of the funeral of Michèle Gauthier (victim of the October 29th La Presse demonstration), he repeated his accusations of "criminal negligence" against the employers who, in his opinion, are responsible for the countless accidents that have occurred on

the various work sites in Canada in general and in Québec in particular. This matter the QFL will take up again and will debate vigorously with the responsible authorities.

Mention has already been made of the visit of Jean Beaudry of the CLC. In his message, he encouraged the Québec workers to bolster up the crumbling progressive forces of the left by uniting under the banner of a unified democratic and socialist party. Besides Beaudry, the QFL delegates also welcomed Paul Couture, Vice-President of the Catholic Farmers' Union, Yvon Charbonneau, President of the Québec Teachers' Corporation, Raymond Laliberté, President of the NDP-Québec, and Marcel Pépin, President of the Confederation of National Trade Unions.

In his speech, the CNTU President reminded his listeners of the important need for common action on matters of common interest. "When the interests of the workers are at stake," he stated, "what matters is that we present a common front, that we get closer together and stop bickering over matters of rivalry in union affiliation."

At the close of the last day, December 4, elections w held for the nine positions on the executive of the F eration. There was only one change: the election Normand Cherry of the International Association Machinists as one of the seven vice-presidents. Lo Laberge and Fernand Daoust, President and Secreta General, respectively, were re-elected by acclamati Jacques Brulé (Canadian Union of Public Employe Robert Dean (United Automobile Workers), Saul Li (Amalgamated Clothing Workers of America), Je Gérin Lajoie (District 5 Director of the United St workers), Jos.-S. Laroche (International Brotherhood Pulp, Sulphite and Paper Mill Workers), and An Desjardins, Director of the Québec Building Tra Council, were elected vice-presidents.

"This is but a start, the battle goes on" was repeate heard from the delegates attending the convention. T QFL has decided to take action, broader than simi wage negotiations. It wants to fully commit itself to cial and political action. If need be, it is even ready enter politics and bring all its efforts to bear on a uni front.

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rt 4: Employment standards

nsive amendments were made to the Canada Labour , Part III (Labour Standards). Provisions regarding rnity leave, notice of group and individual termi- n of employment, severance pay and wage gar- nent were introduced and equal pay provisions transferred to Part III of the Code. Changes were e in the coverage of the legislation and in provi- governing hours of work, minimum wages, annual ions and general holidays. The amending Act went force on July 1, 1971 with the exception of the no- f termination and severance pay provisions, which proclaimed in force January 1, 1972.

n the Revised Statutes of Canada, 1970 went into on July 15, 1971, five statutes administered by the rtment of Labour were consolidated as the Can- Labour Code: the Canada Fair Employment Prac- Act, the Female Employees Equal Pay Act, the da Labour (Standards) Code, the Canada Labour ty) Code, and the Industrial Relations and Dis- Investigation Act. The former Canada Labour dards) Code is now Part II (Labour Standards) of Canada Labour Code.

The existing employment standards laws (minimum wages, vacations with pay and industrial standards) were consolidated under Part II of the Prince Edward Island Labour Act which was proclaimed in force August 19, 1971. In addition to making changes in existing provisions, the Act introduced requirements regarding individual notice of termination and wage protection.

The area of wage protection received considerable attention, with seven jurisdictions enacting legislation in this field. Increases in minimum wage rates went into effect or were announced in ten jurisdictions. New Brunswick increased its annual vacation with pay from one to two weeks. Further, the Saskatchewan Labour Code was amended to lower hours of work. Also amended were four employment standards Acts in the province of Newfoundland.

An Employment Standards Advisory Board has been established in New Brunswick, consisting of a chairman and two or more members equally representative of employers and employees. The Board is to conduct investigations and hold conferences as required by the Min-

ister of Labour. Its purpose is to collect information and develop new legislation regarding the employment standards legislation (six Acts) administered by the Department. The Employment Standards Advisory Board replaced the Minimum Wage Board.

General provisions of codes

The range of Part III of the Canada Labour Code was broadened by deleting the definition of the term "employee"—a person employed to do skilled or unskilled manual, clerical, technical, operational or administrative work. As a result, the broader ordinary meaning of the term will apply. Further, new equal pay, maternity leave, group termination of employment and garnishment provisions are applicable to managerial employees and members of designated professions. These groups were previously entirely excluded from the labour standards provisions of the Code.

The Saskatchewan Act also excluded managerial employees, except from the vacations with pay provisions. This exclusion is now limited to hours of work and minimum wages. As a result, the vacations with pay, equal pay, notice of termination and wage collection procedures now apply to these employees.

The employment standards provisions in Prince Edward Island were extended to cover a broader area through the removal of certain previous exemptions. Farm labourers are now the only employees completely excluded unless, in the opinion of the Labour Relations Board, they are employed in a commercial undertaking. The province is to appoint an Inspector of Labour Standards with responsibility for inspection and wage collection.

Under the Saskatchewan Act, where a company has committed an offence against the Act, any director, officer or agent of the company who has directed, authorized, assented to, acquiesced in or participated in the commission of the offence is guilty and liable on a summary conviction to the penalty provided, whether or not the company is prosecuted or convicted.

The general penalty for contravention of the federal Code is a maximum fine of $1,000 or up to a year's imprisonment, or both, upon summary conviction. Separate and higher penalties apply to violations of the group termination of employment provisions. An em-

er is liable to a maximum fine of $10,000 on sum-y conviction or $100,000 for an indictable offence. ure to keep proper records or refusal to make them lable to an inspector also results in a penalty. An loyer is liable to a maximum fine of $50 a day on mary conviction.

the purposes of administration of the federal Code, lations may now be made: establishing methods for rmining an employee's regular rate of wages with rd to any provision of the Code. (e.g. severance pay, tion pay); establishing methods for determining the rly rate for employees who are paid on a time basis r than hourly or who are not paid solely on a time s; defining absences from work that do not interrupt continuity of employment for purposes of individual nination of employment, severance pay and matern-leave; and defining regular hours of work for pur-es of individual termination of employment and sev-nce pay.

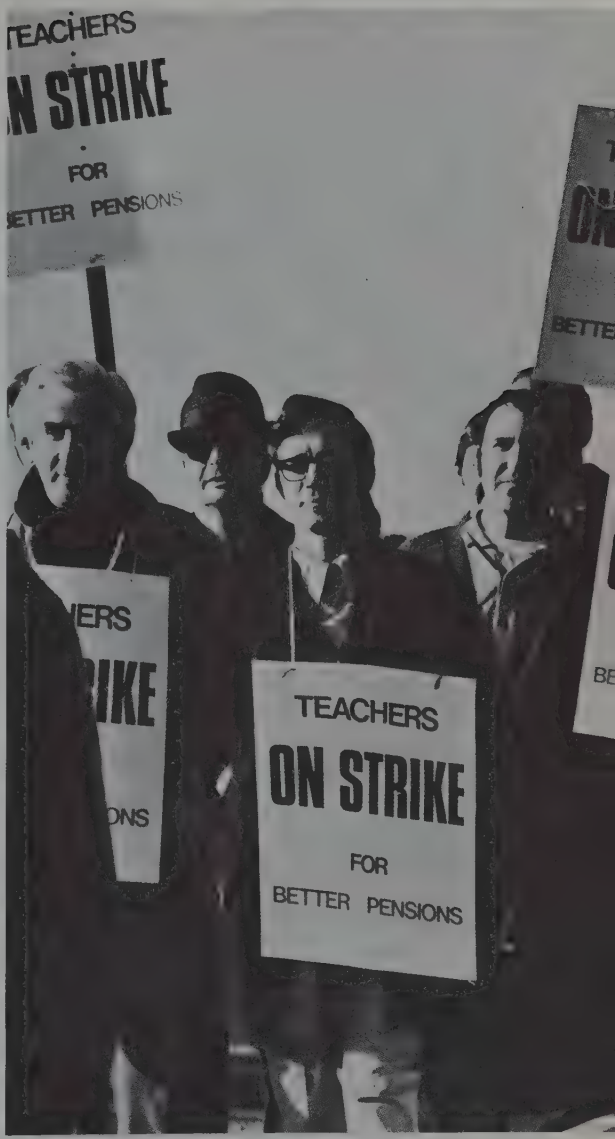
ool leaving age

endments to the Education Act of Nova Scotia, to e into effect upon proclamation, provide for the es-ishment by regulation of the school-leaving age and r school attendance requirements and the issuing of mption or employment certificates of a temporary or manent nature. As in other provinces, the employ-t of children of school age during school hours is nibited unless an employment certificate has been nted.

present, the school-leaving age in Nova Scotia is 16 rban areas and 14 in rural areas. In a rural area vever, the age requirement may be raised to 15 or 16 a majority vote of the ratepayers. Exemption from ol attendance of children of 12 years or more is per-ted in specified circumstances for a period not ex-ding 6 weeks in a school year.

nimum wages

Canada Labour Code, Part III was amended to in-se the federal minimum wage for employees 17 and r from $1.65 to $1.75 an hour effective July 1 1971. the same time the rate for young workers, which is blished by regulation, was raised from $1.40 to 0.



A procedure for adjusting the minimum wage rate without having to amend the Code was introduced. The Governor in Council may issue orders from time to time increasing the minimum rate. These orders must be gazetted at least three months before the increase is to go into effect.

The provisions of the two Prince Edward Island minimum wage Acts (male and female) were incorporated in Part II of the new Prince Edward Island Labour Act.

Domestic servants are no longer excluded from the new Labour Act, although they are excluded from minimum wage orders. Minimum wage orders must be published in the Royal Gazette at least 14 days before the effective date of the order. The inspector may authorize the employment of handicapped workers at a rate lower than the minimum wage rate. Collusion between an employer and an employee to work for less than the minimum wage or to return part of the wage is prohibited.

In Newfoundland, the wage collection procedures and the provisions governing the keeping and production of records were amended, and in New Brunswick, the Employment Standards Advisory Board replaced the Minimum Wage Board. In the Yukon Territory, the minimum rate for employees 17 and over was increased from $1.50 to $1.75 effective January 1, 1972.

The Saskatchewan general minimum wage rates were increased by 25 cents an hour, effective June 1, 1971:

	10 cities	Rest of province
Employees 17 and over:	$1.50	$1.40
Employees under 17:	$1.35	$1.30

At the same time, rates established by two special orders for construction, well drilling and truck drivers, and for logging and lumbering were similarly increased to $1.50 an hour.

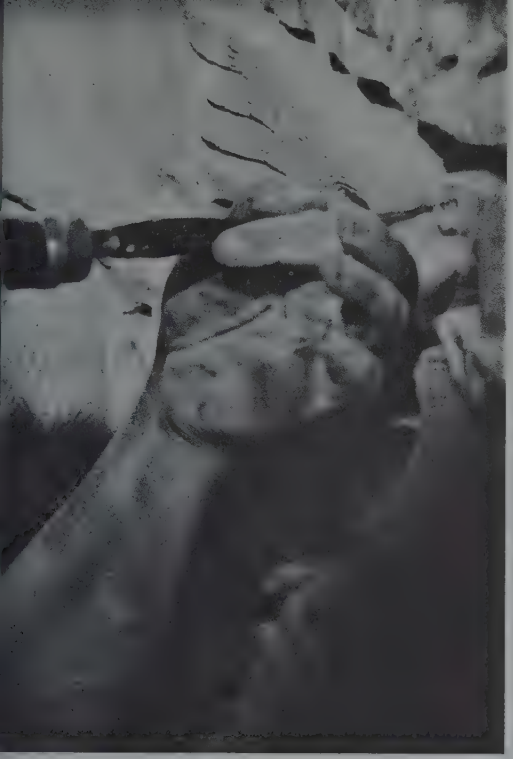
These three orders were replaced by a single order on January 2, 1972. The new order eliminated zone and age differences and special industry rates, thus establishing one minimum wage applicable to the entire province. On January 2, the minimum wage will be increased to $1.70 per hour and a further increase to $1.75 will go into effect on July 1, 1972.

At the same time, the coverage of the minimum wage order was considerably broadened. The following groups of employees are no longer excluded: registered nurses; student nurses; student nursing assistant; student laboratory technicians and student x-ray technicians; employees under the Fire Platoons Act; and

employees of a rural municipality employed solely
road maintenance. The only groups still excluded fr
the minimum wage provisions are persons employe
farming, ranching or market gardening, domestic w
ers in private homes, members of the employer's fam
and managerial employees.

British Columbia replaced orders applicable to s
areas as the geophysical exploration and oil well dril
and service industries; pipeline construction; barbe
and hairdressing; and first aid attendants. In all
stances, minimum wages were increased.

**A new regulation respecting the Female Minimum W
Act provides that minimum wage orders, which pr
ously applied solely to male, are to apply to wor**
These orders govern the construction industry; the r
ing industry; machinists, moulder, refrigeration
sheet metal trades; stationary steam engineers; irr
tion districts (outside employees); ambulance dri
and attendants in Vancouver, Victoria and envir
and the funeral service business in Vancouver, Vict
and environs.



e Québec shoe industry ordinance, which establishes nimum wage rates for five classes of skilled workers, ce employees and probationary employees, was ended to increase the rate for the two lowest paid sses, office employees and probationary employees.

w Brunswick provided for a three-stage increase in general minimum wage rate: from $1.15 to $1.25 an ır on September 1, 1971; to $1.40 on March 1, 1972; l to $1.50 on January 1, 1973. Separate rates ($1.35 hour) will be set for employees under 18, waitresses, ters, doormen, bellmen and assistant bell captains, ctive March 1, 1972. Special rates applicable to apntices during the first four months of employment; ual employees employed for less that four months a r; and handicapped workers were deleted, together h the limits placed on the amounts deductible for rd and lodging.

The rates established under the two orders governing construction, mining and primary transportation; and logging, forest and saw mill operations were increased from $1.25 to $1.40 an hour on September 1, 1971 and will be further increased to $1.50 on January 1, 1973. The latter order no longer excludes employees engaged in tree planting or those employed less than four hours a day or 24 hours a week. Special rates for apprentices during the first three months of employment and for handicapped workers have been deleted and the amounts that may be deducted for board and lodging increased.

Manitoba announced a 15-cent increase in its minimum rates effective November 1, 1971. The rate for employees 18 years of age and over is now $1.65 an hour while employees under 18 now must be paid $1.40. Inexperienced employees are entitled to $1.50 during the first three months of employment and $1.60 during the second three months.

During the course of the year, previously announced increases went into effect in Nova Scotia, Ontario and Québec. Québec's zone system was abolished on May 1, 1971.

Hours of work

The amendments to the hours of work provisions of the Canada Labour Code, Part III, which became effective on July 1, take into account the special problems in some industries which have made it difficult or impossible for these industries to implement the hours of work standards.

As before, the Code sets both standard and maximum hours: the overtime rate (1½ times the regular rate) must be paid after 8 hours in a day and 40 hours in a week, up to a maximum of 48 hours in a week. The averaging of hours of work is permitted where an employees' schedule of hours varies from day to day or week to week because of the nature of the work. Work in excess of the maximum hours is allowed under permit if the Minister is satisfied that exceptional circumstances justify the additional hours.

Before amendment, the Code provided for the deferment or suspension, by Ministerial order, of the hours of work provisions for a period not exceeding 18 months if it could be shown that the implementation of the standards would prejudice the interests of the employees or be seriously detrimental to the operation of the

business or undertaking. Such a deferment or suspension period could be extended by an order of the Governor General in Council after an inquiry. These deferment procedures have been replaced.

The Governor in Council is now authorized to make regulations varying the standard and maximum hours for classes of employees in any specified industrial establishment where the Code standards would be unduly prejudicial to the interests of the employees or seriously detrimental to the operation of the establishment. Any class of employees may be totally exempted from the provisions governing standard and maximum hours and overtime pay where these provisions cannot reasonably be applied. It should be noted however, that in both cases an inquiry must be held before such regulations may be made.

Regulations may also be made (1) specifying the circumstances under which the overtime rate should not be applied because of the nature of the work practices followed (e.g. arrangements associated with changes of shift and bidding on job assignments because of seniority in the railway industry), and (2) establishing methods for calculating the hours worked by employees in certain industrial establishments.

The existing deferment and suspension orders are to remain in force until the date fixed in the order or, if the deferment is replaced by regulations, until 180 days after an inquiry has been held and its report given to the Minister. In cases where the hours of work provisions of the Code have not been applied, the deferment continues in effect for a year (unless it is revoked sooner) or until the deferment is replaced by regulations which may go into force 180 days after an inquiry has been held and its report given to the Minister.

The Transport of Goods by Motor Vehicle Hours of Work Extension Order issued under the Code was twice amended. The standard hours of work for highway drivers are 10 in a day (without an uninterrupted period off work of at least 8 consecutive hours) and 60 in a week. One amendment provides that where there are two drivers and sleeping accommodation in the cab, the 8 hours off work may be made up of two periods totalling 8 hours, neither of which may be less than 2 hours. The Order, which was to lapse on June 30, 1971, was extended until June 30, 1972.

The extension order for highway drivers of Post Office mail contractors lapsed on June 30, 1971. Following the recommendations of the inquiry commission, the Hours of Work (Mail Transport) Regulations were issued, f ther suspending the hours of work provisions of t Code for these drivers until June 30, 1972. As pre ously, the standard hours of work are 10 in a day and in a week, after which overtime of one and one-h times the regular rate must be paid.

The Saskatchewan Labour Standards Act, amended t year, sets out rules for calculating wages on an hou basis for purposes of overtime where employees a paid on a daily, weekly or monthly basis. The Act quires the payment of overtime rates (one and one-h times the regular rate) after standard hours of 8 in a d and 44 in a week.

A further amendment to the Act, proclaimed in fo January 2, 1972 introduced several basic changes hours of work provisions. The weekly standard ho were reduced to 40 (the daily standard remains at ei hours). It made provision for a 4- as opposed to a 5- c work week. Under certain conditions, an employer m require or permit an employee to work up to 10 hour day for 4 days a week without paying overtime. Pre ously, an employee could work up to 9 hours a day fo days. **There is to be no reduction in the wage rates a result of the lowering of the standard weekly hours.**

The special hours of work provisions established regulations for certain trades in various geographical gions have been repealed. Under the old provisions 48-hour work week applied to the following: all sh outside the cities and 71 towns and villages; workpla other than shops, offices and factories outside the ci and a 5-mile radius; mine construction; and tra mission pipeline construction. In addition, in 5 smal cities and 71 towns and villages, an 11-hour day w permitted once a week as long as the 44-hour week w observed. All these special hours provisions have n been replaced by a 40-hour workweek.

There were also changes regarding exclusions from hours of work provisions. Fishing or preparing fish market, janitors and caretakers in residential buildi and the geophysical and seismographical industry no longer excluded. Some areas of exclusion w changed and others remained in force. Employees excluded from the hours of work provisions of the are lawyers and law students; persons in highway c struction; persons employed by rural municipalities lely in road construction and maintenance; commer

vellers; the logging industry; chartered accountants
d students in any locality where there is no office of a
ctising public accountant; and the northern area of
province north of Township 62 except the village of
Ronge and town of Creighton and their 5-mile radii,
d the municipal Corporation of Uranium City and
trict.

ndard hours of work were changed for several
ups of employees governed by minimum wage or-
s. In British Columbia hours for barbers were low-
d from 8 and 44 to 8 and 40 and for the geophysical
loration industry from 191 a month to 173. The
rs for employees in logging, sawmill, and forest op-
tions in New Brunswick were lowered from nine and
to nine and 48. In Ontario, the watermain construc-
n industry standard hours, which were lowered to 48
eek last year, were increased again to 50.

In Manitoba the standard hours of work for the construction industry fixed under the Construction Industry Wages Act are 40 a week in the Greater Winnipeg area and 44 a week (previously 48) throughout the rest of the province. The standard hours applicable to the heavy construction industry in the province are 60 hours a week. This figure is reduced to 48 hours a week in the Greater Winnipeg area during the winter.

Annual vacations with pay

The vacation pay provisions of the Canada Labour Code, Part III (Labour Standards) were amended in order that a vacation could be granted during the year in which an employee is establishing his entitlement to the vacation; and vacation pay could be given on the employee's regular pay day during the vacation. **An employee is now entitled to a two-week vacation with pay**

"in respect of every year of employment" rather than after every completed year of employment, as before. Vacation pay must be paid at such time as is prescribed by the regulations. Formerly it had to be paid at least one day before the vacation was to begin or at an earlier time as prescribed by regulations.

On termination of employment, any vacation pay owing in respect of a prior year of employment and any part of the vacation pay for the current year must be paid immediately. The requirement that an employee must have been continuously employed by the same employer for 30 days in order to be entitled to vacation pay on termination of employment is deleted. Consequently, all employees (including persons employed on a daily basis) are entitled to vacation pay.

In New Brunswick, the Vacation Pay Act was amended to increase the vacation with pay benefits from one to two weeks and vacation pay from 2-4 per cent of annual earnings. Employees start accumulating their entitlement to the two week vacation on July 1, 1971.

Under the Newfoundland Annual Vacations with Pay Act, an employee who has worked less than the required 90 per cent of regular working hours during the year must now receive pay in lieu of a vacation. In order to be entitled to vacation pay on termination of employment, such an employee must have been employed for at least 7 consecutive working days.

"Regular working hours" are re-defined as the hours recognized as normal for the type of employment in which the employee is engaged, whether such recognition is given by any Act or orders, rules, regulations or other provisions under any Act, or by the more favourable provisions of any collective agreement, contract of service or custom. Previously, the definition referred to the hours recognized as normal by the employer concerned. Another amendment expressly excludes tips and other gratuities and bonuses "voluntarily provided" from the amount of remuneration on which vacation pay is calculated.

The Prince Edward Island vacation with pay provisions were broadened and incorporated in Part II (Employment Standards) of the new Prince Edward Island Labour Act. Part II applies to all employees in the province other than farm labourers. Persons employed 24 hours or less a week are the only group expressly excluded from the vacation pay provisions. All domest servants are now eligible for vacation pay benefits. Pr viously domestic servants employed for a period of le than two months were excluded from such benefits.

As before, an employee who has worked at least 90 p cent of regular working hours during the year is entitle to a one-week vacation with vacation pay of 2 per ce of annual earnings or to pay in lieu of a vacation on te mination of employment. A vacation must now be e tended by one working day where a holiday occurs du ing the vacation.

Persons who work less than the prescribed number hours must now receive pay in lieu of a vacation. Whe the employee's employment does not cease, the vac tion pay must be paid on the next regular pay day fo lowing the anniversary date of his employment.

For purpose of calculating vacation pay, earnings i clude the cash value of board and/or lodging. The ca value is deemed to be the amount actually deducte from wages, the amount agreed upon between the em ployer and the employee as being the cash value, or t maximum deduction allowed under a minimum wa order, whichever is the greatest amount.

As in Ontario and Alberta, vacation pay is deemed to held in trust for the employee and the accrued amount a charge on the assets of the employer and has priori over all other claims.

A regulation issued under the Ontario Employme Standards Act requires that pay in lieu of a vacation termination of employment must be paid on ter nation, or within a week of termination, rather than the next regular pay day. "Total pay" for purposes calculating vacation pay includes all payments due the employee according to the Act, regulations or ter of employment. It does not include supplementa unemployment benefits or payments at the discretion the employer.

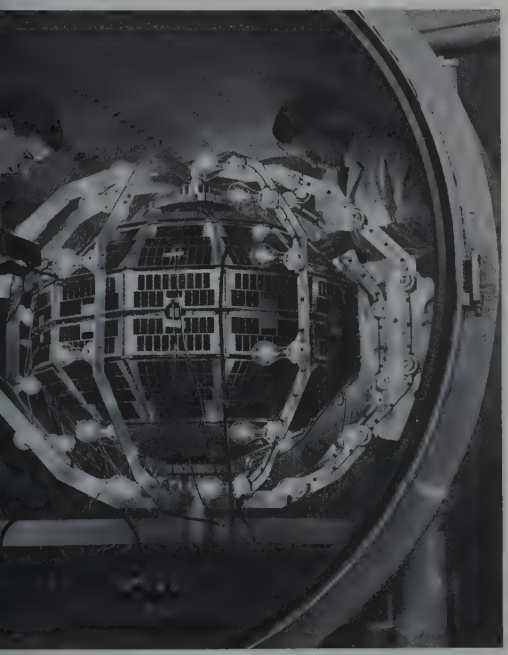
Under the Act, non-continuous prior service may counted for vacation purposes. If an employee has co pleted 12 months of non-continuous employment in a 36-month period, he is entitled to a vacation. The reg

on defines non-continuous employment to include ations where an employee consistently works all or of a working day or days in each regular pay pe-. Employment is to be counted as employment for entire pay period.

olic holidays

ne changes were made in the provisions of the Can- Labour Code governing general holidays with pay. ployees in federal industries are entitled to 8 holi- s with pay: New Year's Day, Good Friday, Victoria y, Dominion Day, Labour Day, Thanksgiving Day, nembrance Day and Christmas Day.

nembrance Day was added to the list of fixed holi- s (New Year's Day, Dominion Day and Christmas y). When such a holiday falls on a Saturday or a day that is a non-working day, an alternative day's e with pay must be granted on the working day im- diately preceding or following that holiday.



der the Code, an employee engaged in a continuous ration who works on a general holiday is entitled to regular pay for the day and must either receive over- e pay (one and one-half times the regular rate) or be given a holiday with pay at another time. An amendment to this provision stipulates that where a collective agreement so provides, an employee must be paid for the holiday on his next non-working day.

An employee in a continuous operations is not entitled to be paid for a general holiday if he did not report for work on that day when called. Now, in addition, he is not entitled to pay on a holiday if he "signs-off" in accordance with the conditions of employment prevailing in the establishment where he works, and thus makes himself unavailable for work on that day.

In Manitoba, the Remembrance Day Act provides that work must not be performed on the holiday except in farming and certain listed essential services, or in emergency circumstances on permit from the Minister of Labour. An amending Act made some changes in the provisions governing compensation for work performed on Remembrance Day. An employee who is required to work on the day must be paid at least his regular rate of wages and must be granted a day off with pay within 30 days before or after the holiday. In lieu of being given a day off, an employee must be paid twice his regular rate for the time worked. Where an employee is called in, the regular rate must be paid for the time worked or for not less than one-half the normal working hours of a regular working day whichever is greater. Formerly, an employee (other than a watchman, janitor or furnace tender) who was paid not more than his regular rate had to be granted compensatory time off with pay within 30 days before or after Remembrance Day.

Weekly rest

A regulation issued under the Newfoundland Weekly Day of Rest Act excludes certain groups of employees from the provisions of the Act. The main exemptions apply to persons employed in catching, handling or processing herring or by employers operating in remote areas whose employees live in bunk houses and have given written notice that they do not wish a rest period. A few other minor and narrowly defined groups in the fishing, pulp and paper, and mining industries are also excluded. The Act excludes senior managerial employees who are defined by the regulation to include members of five professions and managers, superintendents and supervisory employees who are not themselves supervised.

Notice of termination of employment

The new federal and Prince Edward Island legislation governing notice of termination of employment brings to eight the number of jurisdictions with statutory notice

requirements regarding individual dismissals. The federal government is the third jurisdiction to require notice of group of collective dismissals.

Under the Canada Labour Code an employer must give advance notice of group dismissals. Notice must be given where the employment of 50 or more persons is to be terminated simultaneously or within a four-week period. Regulations may be made requiring advance notice where a lesser number of employees is being dismissed.

For purposes of group dismissal, layoff is equivalent to termination of employment. Regulations may be made, however, specifying circumstances in which layoff is not to be counted as dismissal and under which advance notice will not be required.

The length of the notice period varies according to the number of employees being dismissed: 50-100 employees—8 weeks; 101-300 employees—12 weeks; more than 300 employees—16 weeks.

Advance notice of group dismissal must be given in writing to the Minister of Labour. Copies must be sent immediately to the Department of Manpower and Immigration and to the certified or recognized union. Where there is no union, the notice must be given to the employees being dismissed, either in writing or by posting a notice in the establishment. The written notice must state the anticipated date of dismissal and the estimated number of employees in each occupational classification whose employment will be terminated. Regulations may require that the notice include additional information.

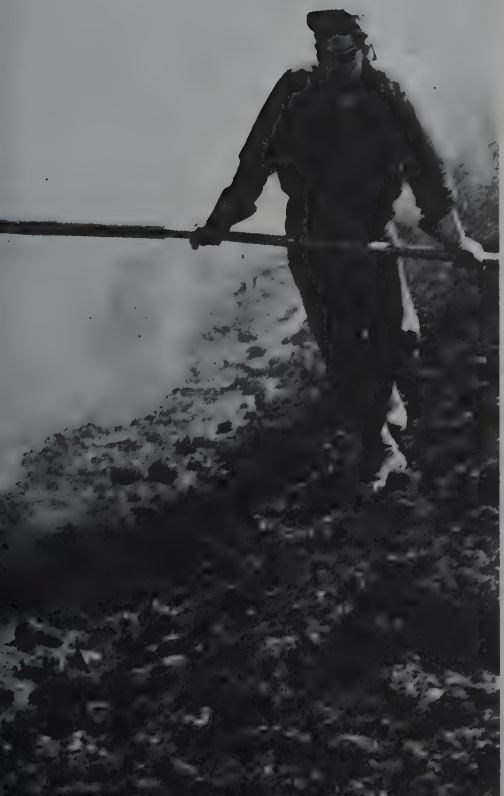
In addition, the employer and the trade union must provide the Manpower and Immigration Department with whatever information it requests in order to assist the employees. Both the employer and the trade union are required to co-operate with that Department in order to facilitate the re-employment of the dismissed employees. Superintendents and managerial employees are to be included in calculating the number of employees to be dismissed. Regulations may exempt employees employed on a seasonal or irregular basis.

The requirement to give notice may be waived for an industrial establishment or a specified class of employee by an order of the Minister of Labour subject to any terms or conditions that he may determine. Such an order may be made upon the application of any person. The Minister must, however, be satisfied that the requirement to give notice would be unduly prejudicial to the interests of the employees or the employer or seriously detrimental to the operation of the establishment.

Under the Code's provisions respecting individual dismissals, every employee with three months service (except a manager, superintendent or member of a profession) is entitled to two weeks notice of termination of his employment. In lieu of such notice, he is entitled to two weeks wages at his regular rate for his regular hours of work.

n the case of group dismissals, an employee is en-
d to notice of termination when he is laid off, except
rcumstances defined by regulation. Notice is not re-
ed where an employee is dismissed for just cause.
ere an employee continues to be employed for more
two weeks after the termination date specified in
notice, his employment may not be terminated (ex-
with his written consent) unless notice is given
n.

Code takes into account the "bumping" provisions
may be contained in collective agreements. Where,
er the terms of an agreement, an employee whose
ition becomes redundant is authorized to displace
ther employee on the basis of seniority, the notice
uirements may be met by either (a) giving at least
weeks notice in writing to the union and to the em-



ployee that the employee's position has become redundant and posting a copy of the notice in a conspicuous place in the establishment, or (b) giving pay in lieu of notice to the employee whose employment actually is terminated.

After notice has been given, wages and other conditions of employment must not be altered, except with the written consent of the employee. During the notice period the employee must be paid at his regular rate for his regular hours of work.

The notice of termination provisions in Part II (Employment Standards) of the Prince Edward Island Labour Act require an employer to give an employee who has three months service or more one week's notice of termination of employment. Similarly, an employee must give his employer one week's notice before terminating his employment.

On termination, an employee is entitled to the sum earned during the notice period or the equivalent of his normal wages for one week (exclusive of overtime), whichever is greater. If he is dismissed without notice, he must be paid his normal wages for the week, exclusive of overtime.

Notice is not required where an employee is dismissed for just cause, including shortage of work. Part II of the Act applies generally to all employees except farm labourers. However, any activity, business, work, trade or occupation may be exempted by regulation from the requirement to give notice.

In Newfoundland, the Employment (Notice of Termination) Act, 1969 requires both the employer and the employee to give advance notice of termination of employment equivalent to one regular pay period. An amendment to the Act provides that notice is not required where employment is interrupted by a strike or a lockout, or during the first month of employment. Previously, notice was not required during the first month of a mutually agreed upon probationary period.

The above-mentioned amendment also provides for the appointment of inspectors to enforce the Act and regulations. Further, it establishes a new wage collection procedure similar to the procedure adopted with respect to other labour standards laws.

Severance pay

Under the new severance pay provisions in the Canada Labour Code, Part III—the first such legislation in Canada—an employee with five years continuous service or more must be given severance pay on the termination of his employment. He is entitled to pay that is equivalent to two days wages at his regular rate for his regular hours of work in respect of each completed year of employment, up to a maximum of 40 days wages.

The employer is not required to give severance pay to an employee who is dismissed for just cause or to a person who, on termination of employment, is entitled to a retirement pension. Regulations may be made establishing methods for determining whether private severance pay plans provide benefits equivalent to those required by the Code.

Maternity protection

The new maternity protection provisions in the Canada Labour Code grant 17 weeks of maternity leave—11 weeks before and 6 weeks after childbirth—and ensure job security to women absent from work because of pregnancy.

To be eligible for maternity leave, a woman must have been continuously employed by her employer for 12 months. She is also required to make application in writing at least 4 weeks before the day on which the leave is to begin and to produce a medical certificate certifying that she is pregnant and specifying the estimated date of delivery.

The Code provides for voluntary prenatal leave of up to 11 weeks before the anticipated date of delivery, and this period is to be extended to the actual date of confinement. The 6 weeks of postnatal leave is compulsory. This period may, however, be reduced by agreement between the employer and the employee if a medical certificate is presented, certifying that the employee's return to work at an earlier date will not endanger her health.

Provision is made for special circumstances arising ou of pregnancy. An employee who does not make appli cation for prenatal leave within the prescribed time i entitled to leave during the 11-week period, provide that she furnishes her employer with a medical certifi cate indicating the probable date of delivery and cer tifying that during the period of leave she was incapabl of performing the normal duties of her employment be cause of a medical condition arising out of her preg nancy that was not expected by the physician.

Upon resuming her work after confinement, the em ployee must be reinstated in her position or in a compa rable position with no reduction in wages or benefits Her employment is deemed to have been continuous fo purposes of calculating pension or other benefits. A employer must not dismiss or lay off an employee solel because she is pregnant or has applied for maternit leave.

The three other jurisdictions which have maternity pro tection legislation—British Columbia, New Brunswic and Ontario—provide for 12 weeks of maternity leave, si weeks before and six weeks after childbirth, with th postnatal leave being compulsory. In Ontario, as unde the federal Code, the prenatal period must be extende to the actual date of delivery and the period followin confinement may be reduced with the physician's ap proval. In British Columbia and New Brunswick, th postnatal period may be extended on medical ground The provincial Acts also protect the employee again dismissal because of pregnancy. In Ontario, she must b permitted to resume work with no loss of seniority accrued benefits. The Ontario law does not apply to em ployers with fewer than 25 employees.

Equal pay

In the federal field, the equal pay provisions formerl contained in the Female Employees Equal Pay A were amended and embodied in Part III (Labour Stan dards) of the Canada Labour Code. The provisio were considerably strengthened, particularly with re spect to enforcement, and were extended to apply t men as well as women.

The revised wording of the substantive clause is simil to that of the federal United States Equal Pay Act an of the Ontario legislation. It implements, with respect t the criteria for determining equal work, recommend

s of the Royal Commission on the Status of Women. **employer is forbidden to establish or maintain differ-es in the wages of his male and female workers where are employed in the same establishment and are orming under the same or similar working conditions same or similar work** on jobs requiring the same or lar skill, effort and responsibility.

expressly stated, however, that the payment of dif-nt wages to male and female employees does not stitute a violation of the Code if the difference is ed on a justifiable factor other than sex. An em-yer is prohibited from reducing an employee's wages rder to comply with the equal pay standard.

orcement no longer depends solely on a formal com-nt being filed by an aggrieved person. The equal provisions are enforced through regular inspection vided for under Part III (Labour Standards) of the le. Department of Labour inspectors are required to mine an employer's records to ensure compliance n the provisions, irrespective of whether a complaint been filed. This approach to enforcement was pted first in Ontario when equal pay provisions were nsferred from the Human Rights Code to the Em-yment Standards Act.

der the Manitoba Equal Pay Act, an investigation of facts of the matter must be made where a complaint egistered regarding a violation of the Act. The Act amended to permit a complaint to be made not y by the person claiming to be aggrieved by the vio-on but also by someone acting on his or her behalf. vision was also made whereby the Director may nmence on investigation where he is satisfied that re are grounds for complaint. Previously, only a nplaint filed by the aggrieved person resulted in an estigation.

der the Saskatchewan Labour Standards Act a fe-le employee who felt she had been discriminated inst with respect to equal pay was required to file a nplaint on a prescribed form with the Director of La-r Standards. Enforcement of equal pay provisions is longer made contingent on the filing of a complaint the aggrieved person. The Director must now, when receives a complaint, immediately bring the matter he attention of the Minister.

The equal pay provisions of the Newfoundland Human Rights Code, 1969 were proclaimed in force effective September 1, 1971.

Wage protection

In the past year, there has been considerable activity in the area of wage protection. Wage collection procedures were introduced in Prince Edward Island and Saskatchewan and a uniform procedure established in Newfoundland. Additional provisions affording protection to employees were included in the Acts or regulations of several jurisdictions. **Legislation concerning garnishment of wages was passed in New Brunswick, British Columbia, Ontario, Prince Edward Island and by Parliament.**

Effective April 16, 1971 a wage collection procedure was added to the Saskatchewan Labour Standards Act. Company directors were made liable for unpaid wages and three months' wages was made a priority debt. The Minister of Labour is authorized to collect wages on behalf of employees. He may issue a certificate showing the amount due. This certificate may be made enforceable as an order of a district court by filing it with the court. An employer may appeal within 30 days for a review of the amount. The appeal is to be a new trial and the decision of the court is final.

The directors of a company are jointly and severally liable for up to six months wages due for services performed while they were directors. Where wages are owing by a company 30 days after the Minister has filed a certificate, proceedings similar to the ones described above may be taken against the directors who, in the opinion of the Minister, are liable.

The wages owing as stated in the cerificate are to be paid to the Minister. Payment by the employer discharges his liability for the amount stated. Any costs are to be deducted from the amount collected before it is paid over to the employees. An employee has priority for three months wages over all other creditors of the employer and then ranks as an ordinary creditor for the balance of wages due. Previously, 30 days wages were a priority debt.

The Prince Edward Island Labour Code also introduced a wage collection procedure and made wages a priority debt. Pay statements are now required on each pay day. The Inspector of Labour Standards is to determine the amount of wages owing to an employee and must notify

the employer of his determination. The Inspector may demand that the employer pay him up to $2,000 per employee by a specified date. Where the Inspector has collected the wages due, the employer may appeal to the Labour Relations Board for a review. The Board must hold a hearing giving the employer full opportunity to be heard and determine the amount owed by the employer.

Unpaid wages of up to $2,000 have a priority over all other claims against the employer. Specific provisions govern vacation pay. Pay statements must be furnished each time wages are paid. Previously, under the Vacation Pay Act, an employer was required to issue a statement when requested to do so by the employee.

Newfoundland has made uniform provision for collection of wages due under four employment standards Acts (minimum wages, vacations with pay, notice of termination and industrial standards).

Where an inspector finds that an employer has failed pay wages as required by any of these Acts, he may termine the amount owing. If the employer agrees writing with the determination, he must pay the amo to the Deputy Minister of Labour within seven da The money may be paid directly to the employee if inspector gives written approval. In this case, proof payment must be submitted to the Deputy Minis within 10 days. An employer who pays the amount ing is not liable to prosecution for the offence if Minister of Justice so directs on the recommendation the Minister of Labour.

Under the Canada Labour Code, Part III, the Minis of Labour may make an order declaring employers w operate associated or related businesses to be a sin employer. The employers then become jointly and in

dually liable for payment of overtime pay, vacation y and other wages. Before such an order is made, the nployers must be granted a reasonable opportunity to heard.

or purposes of calculating an employee's entitlement a vacation under the Code his employment is emed to be continuous where the business in which is employed is sold or otherwise transferred to a new vner. This provision was extended to apply for purses of calculating an employee's entitlement to a noe of termination of employment, severance pay and aternity leave.

regulation under the Ontario Employment Standards ct limits the deductions that may be made from wages. nly deductions required by or made pursuant to a atute, authorized in writing by the employee or his ent, or made pursuant to a court order are allowed. ertain deductions are expressly forbidden: cash shortes where two or more persons have access to the cash, sses due to faulty workmanship, or value of property st by or stolen from the employee.

New Brunswick, the garnishment of wages was enely forbidden, effective May 15, 1971. Previously the arnishee Act exempted from garnishment wages to e extent of $35.

new Division of the Canada Labour Code, Part III rbids an employer to dismiss, lay off or suspend an nployee solely because of garnishment.

ne British Columbia Attachment of Debts Act was nended to prohibit dismissal, demotion or the termition of a contract of employment because of garnishent. The Act provides for penalties for an employer no contravenes this provision, and requires that the nployee be reinstated. Where the employee lays arges within 14 days, he is entitled to wages and bents lost between the date of the offence and the date on nich the information was laid. He is also entitled to natever amount the judge orders for the period beeen the date of the information and reinstatement.

limit of 70 per cent was placed on the amount of ages that may be garnisheed. The absolute minimum nounts that must be left the debtor for his mainnance were increased from $75 to $100 a month for rsons without dependants and from $150 to $200 a onth for persons with dependants.

The minimum exemption does not apply in cases of debt for board and lodging where the debtor does not have dependants. For persons with dependants, it does not apply where the judge or registrar considers that the amount is not necessary for the maintenance of the dependants.

Lower exemptions apply where wages are attached under alimony or maintenance orders or a separation agreement: half of wages for persons earning up to $600 a month and a third of wages for those earning more than $600. The minimum exemption is $100 a month. A creditor or debtor may appeal to the Court for an order decreasing or increasing these exemptions. The exemption must not be increased to more than 90 per cent of wages or decreased below the minimum exemptions ($100 to $200).

The Court may terminate a garnishing order and permit a debtor to pay his debt by instalments. The instalment order is to be terminated where the debtor is in default for more than 5 days or where his wages are garnisheed for another debt.

The provisions of the Ontario Wages Act regarding exemptions from garnishment were broadened. The 70 per cent exemption is now to apply to persons without dependants and to debts for board and lodging. As previously, a judge may lower this percentage where a creditor contends that, having regard to the nature of the debt and the circumstances of the debtor, the 70 per cent exemption is unreasonable. The absolute minimum exemption of $2.50 a day was removed. The prohibition against wage assignments (except to credit unions) was made retroactive and wage assignments now outstanding were invalidated.

Under the Prince Edward Island Garnishee Act, the amount of wages that is to be exempt from garnishment is to be established by regulation. In no case must the exemption be less than the person would receive under the Welfare Assistance Act of Prince Edward Island. Previously, half of an employee's wages was exempt from garnishment. The minimum exemption for person with dependants was $10 a week (including board provided by the employer). No exemption applied to debts for board and lodging.

Price indexes

Consumer, January, 1972

The consumer price index (1961 = 100) increased 0.3 per cent to 136.7 in January from 136.3 in December, and was 4.9 per cent higher than in January 1971. Food and housing advanced 0.7 per cent and 0.5 per cent respectively, and were mainly responsible for the latest rise. Other components that registered increases were transportation 0.6 per cent; health and personal care 0.1 per cent; and recreation and reading 0.1 per cent. The only major component that declined was clothing. It showed a seasonal drop of 0.7 per cent. The tobacco and alcohol index was unchanged.

The food index advanced 0.7 per cent to 136.4 from 135.5 and was 7.8 per cent higher than a year ago. Restaurant meal prices rose 0.3 per cent and the level of prices for food consumed at home increased 0.8 per cent. Higher prices for meats, poultry, eggs and certain miscellaneous groceries—that accounted for most of the increase in the index of food for home consumption—more than offset declines in some vegetables and cereal products.

There were increases in the price of beef, 3.4 per cent, chicken, 3.9 per cent, and pork, 1.2 per cent (centre cut chops) and 2 per cent (other cuts). The meat, fish and poultry index rose 2.5 per cent. It was 8.4 per cent higher than in January 1971. Egg prices increased 3 per cent. The vegetable index decreased 5.8 per cent : lower prices for tomatoes and lettuce outweighed i creases in other fresh vegetables. Higher prices f grapefruit, apples and some canned and dried fruits e ceeded lower orange and banana prices to fractional advance the fruit index. Since January 1971 the gener levels of vegetable and fruit prices have increased 16 per cent and 11.1 per cent respectively. Fluid mi prices were unchanged, but higher prices for other dai products, including cheese, powdered and evaporat milk, and ice cream, were responsible for an increase 0.5 per cent in the dairy products index (excludi butter).

Among staple foods, butter prices increased 0.6 per ce and the bakery and cereal products index declined 0 per cent chiefly because of special prices for bread several cities. Among other food items, sugar prices ro almost 28 per cent. Increases were also recorded f other items including jelly powder, honey, soft drin and infants' food.

The housing index rose 0.5 per cent to 140.5 from 139 as a result of increases in the shelter and household o eration components. It was 4.8 per cent above its Jan ary 1971 level. A 0.4 per cent rise in the shelter ind was mainly due to higher mortgage interest costs, ne

se prices and repair charges. The household oper-
n index advanced 0.6 per cent with the largest in-
ses recorded for postage rates and household help
ges; among other items, higher domestic gas rates
e registered in Alberta, and electricity charges in-
ased in some cities in southern Ontario and Alberta.
or coverings and household textile costs advanced
htly but the furniture index recorded a small decline.
her prices were also recorded for toilet paper, light
bs, dishes, food wrap, soap flakes and detergents.

e clothing index decreased 0.7 per cent to 130.2 from
.1 but was 2.5 per cent higher than in January 1971.
ce decreases of 1.1 per cent for men's wear, 1.0 per
t for women's wear, 0.9 per cent for children's wear,
per cent for footwear and 0.4 per cent for piece
ds, reflected midwinter sales of many items. In
n's wear, prices of suits fell seasonally, 1.5 per cent;
rcoat, slacks and ski parka prices were about 3 per
t lower. The decline in women's wear was mainly as
esult of sale prices on winter coats, woollen dresses
skirts, sweaters and slips. Seasonal reductions for
s' parkas and slacks, and girls snowsuits and coats
e responsible for a decline in the children's wear in-
. Sales on women's snowboots reduced the footwear
ex.

e transportation index rose 0.6 per cent to 132.3 from
.5, and was 4.7 per cent higher than in January 1971.
s increase was mainly because of a rise of 1.6 per
t in new car prices. Among other automobile oper-
n items, motor oil prices advanced in a number of
es. Inter-city travel fares increased 1.2 per cent as a
lt of increases in the train fare index.

e health and personal care index moved up 0.1 per
t to 146.3 from 146.1 and was 4.0 per cent above the
uary 1971 level. Higher dentists' fees in Saskatche-
n were responsible for the increase. Among toiletry
ns, minor price increases for toilet soap, shaving
am and toothpaste were offset by reductions for ra-
blades and cleansing tissues.

e recreation and reading index moved up 0.1 per cent
136.5 from 136.3 because of higher newspaper sub-
ption rates in Saint John, Montreal, Peterborough
Sudbury. In the 12 months to January 1972 the rec-

reation and reading index increased 1.7 per cent. **The tobacco and alcohol index was unchanged** from its December level of 129.7, and was 2.1 per cent higher than in January 1971.

Consumer price index items, when classified by commodities and services, offer another view of the incidence of the change in prices. In the latest month, the total commodities index rose 0.3 per cent because food quotations advanced 0.7 per cent and durable prices moved up 0.6 per cent; higher new car prices were chiefly responsible for the durables increase. On the

other hand, the index for non-durable commodities excluding food, declined 0.2 per cent as a result of reduced prices for clothing. A 0.4 per cent rise in the service index reflected higher charges for postage, household help and dentists, together with increased shelter prices.

City consumer, January 1972

Consumer price indexes between December and January rose in all regional cities and city-combinations except Halifax. Its index was unchanged. The increases ranged from 0.2 per cent in Winnipeg to 0.9 per cent in St. John's, Nfld. Food indexes rose in all regional cities except Saint John, N.B. as higher quotations for most meats, sugar, eggs, cheese and many fresh produce items were registered across the country. Housing components rose in nine cities mainly as a result of increased postal rates and higher wages for household help. A seasonal advance in the train fares index and increased prices for new automobiles resulted in the transportation indexes rising in all regional cities. Clothing indexes declined in seven cities mainly because of mid-winter sale prices. The health and personal care components registered mixed movements. Indexes for recreation and reading advanced in two cities because of higher newspaper subscription rates. They were unchanged in ten other cities. Tobacco and alcohol indexes were unchanged.

Regional consumer price index point changes between December 1971 and January 1972 were: On the base 1961 = 100: St. John's +1.1 to 126.1; Montreal +0.7 to 129.6; Saskatoon-Regina +0.7 to 126.3; Ottawa +0.6 to 133.6; Vancouver +0.6 to 130.0; Saint John +0.5 to 127.4; Edmonton-Calgary +0.5 to 130.8; Toronto +0.4 to 132.0; Winnipeg +0.3 to 131.4; Halifax unchanged at 128.2. On the base 1969 = 100: Quebec City +0.6 to 106.2; Thunder Bay +0.4 to 105.8.

"City indexes are not as comprehensive in price content as the Canada consumer price index and may underestimate slightly the degree of price movements occurring," says a **Statistics Canada** report. "In this connection, the shelter component of the city indexes moves on the basis of changes in rents only, whereas changes in both rents and home-ownership costs are included in the Canada index. As a result of home-ownership costs having increased more rapidly than rents, the housing and all-items indexes for cities have tended to underestimate somewhat the rates of price increase, particularly over longer periods. Studies are under way to incorporate home-ownership prices in city indexes."

Wholesale, January, 1972

The general wholesale index (1935-39 = 100) advance 1.4 per cent in January to 299.4 from the revised De cember index of 295.4. It was 5.1 per cent higher tha the January 1971 index of 285.0. The eight major grou indexes were higher. The vegetable products group in dex rose 2.7 per cent to 242.9 from 236.5 on highe prices for sugar and its products, grains, and tea, coffe and cocoa. An advance of 1.9 per cent to 347.4 fro 341.0 in the animal products group index reflected pric increases for fishery products, livestock, and fresh an cured meats. Higher prices for miscellaneous fibre pro ucts, worsted yarns, and raw cotton were mainly respor sible for an increase of 1.5 per cent to 269.7 from 265 in the textile products group index. The wood produc group index moved up 1.0 per cent to 415.0 from the re vised December index of 410.8 on higher prices fo newsprint, cedar and spruce. An increase of 0.9 per cer occurred in the non-ferrous metal products group inde on price increases for refined copper (export sales) an silver. The non-metallic mineral products group inde advanced 0.7 per cent to 229.1 from 227.6 on high prices for sand and gravel, window glass and cemer Moderate increases occurred in two major group i dexes—chemical products to 241.1 from 240.4 and iro products to 321.4 from 321.0.

U.S. consumer, January, 1972

The United States consumer price index (1967 = 10 rose 0.1 per cent to 123.2 in January, the month th normally shows price declines in some products such "white sales." Allowing for normal seasonal chang the increase in the index during the month was 0.3 p cent. The December rise was 0.4 per cent both befo and after seasonal adjustment. In the five-month peri (September-January) covering the price freeze a Phase Two, consumer prices rose at an annual rate 2.6 per cent. In the six months before the freeze, pric advanced at the rate of 4.1 per cent, and in 1970, at 5 per cent, the rate was even higher.

The index for meats, poultry and fish rose 1.5 per ce New car prices, permitted by the Price Commission cover the cost of newly required safety equipment, i creased. There was a significant decline of 2.8 per ce

he changing and "uncontrollable" sector of fruits vegetables and of 1.3 per cent, partly seasonal, in arel prices. The services index rose 0.5 per cent nly because of increases in local property taxes, auto stration fees, a subway fare increase in New York other local transit increases. There were higher gas, tricity and telephone rates in some areas, but these eases have been temporarily frozen by the Price mmission.

In examining the results of controls, the U.S. Bureau of Labour Statistics made a special compilation of about 100,000 monthly price comparisons between December and January. Of these, 75 per cent were unchanged, 11 per cent decreased and 14 per cent increased.

General topics

nemployment insurance report

total of 164,000 initial and renewal claims were re-ved by all UIC District Offices in October 1971, an rease of 14 per cent from the 144,000 filed in the pre-us month and 16 per cent from the 142,000 claims re-ved in October 1970. Increases over both September 71 and October 1970 occurred in all provinces. Of the 000 initial claims allowed under the provision of the w Act, 63,600 were for regular benefit, and 6,400 for cial benefit. Included in the latter figure were 3,800 kness, 1,800 maternity and 800 retirement claims.

October 31, claimants registered for unemployment urance benefit numbered 436,000, a rise of only one r cent from the previous month's total of 433,000. mpared with a year ago, current registrations are 9 r cent greater than the 399,000 recorded at that time. aimants who were males comprised 56 per cent of the rrent figure and 60 per cent of the total at October 31, 70.

the new Act had been in existence four complete nths, the number of claimants coming under its pro-ion continued to rise from 56 per cent of the total in September to 63 per cent in October. The 276,000 claimants under the new program comprised 255,000 for regular benefit and 21,000 for special benefit. The latter count included some 11,000 sickness and 10,000 maternity cases.

Benefits paid in October amounted to $52.2 million, up 3 per cent from the $50.9 million in September and 29 per cent from the $40.4 million in October 1970. Average weekly benefits to correspond with the above months were $46.31, $42.98 and $34.62. Analysis of these figures is complicated by the fact that the rates of benefit paid since June 27, 1971 have been revised.

U.S. employment

Unemployment in February, at 5,400,000, was unchanged from January. The seasonally adjusted rate of unemployment was 5.7 per cent compared with 5.9 per cent in January. The actual rate of unemployment was unchanged at 6.4 per cent. The civilian labour force was 84,778,000.

Employment review

The employment and unemployment situation (seasonally-adjusted) showed little change between December and January. Employment increased slightly and unemployment showed a small decline.

Employment. The employment level rose to 8,252,000 in January from 8,227,000 in December. In January 1971 it was 7,994,000. The increase between December and January 1972 was mainly among men 25 years of age and over. Employment for women aged 25 years and over and persons 14 to 24 years old, showed little change. In part-time work there was an increase of 40,000 but a decline in full-time work. Regionally there were increases in Ontario, 38,000, and the Atlantic region, 9,000, and decreases in Québec, 13,000, and British Columbia, 12,000. The Prairies showed little change.

Unemployment. There was a decrease of 13,000 in the number of unemployed persons, the level of unemployment falling from 557,000 in December to 544,000 in January. A year ago the level was 545,000. By main age-sex group there was little change from the previous month, and on a regional basis the monthly changes were slight.

Unemployment rate. The unemployment rate for January was 6.2. In December it was 6.3 and in January 1971 it was 6.4. For men 25 years of age and over, the rate dropped to 4.9 from 5.1 in December. It increased for women 25 years of age and over to 3.8 from 3.5, and for persons 14 to 24 years of age it was 11.1, unchanged from the previous month. Regionally, there was a decline in the rate in the Atlantic region and in Ontario. There was an increase in Québec, but little change in the Prairie region and British Columbia.

Participation rate. The participation rate (which represents the labour force as a percentage of the population 14 years of age and over) increased from 56.5 in December to 56.8 in January. A year ago the rate was 56.5. The monthly increase was distributed among the main age-sex groups. Regionally, the rate increased in Ontario, 0.7, and in the Atlantic region, 0.6. It decreased 0.7 in British Columbia.

Unemployment insurance fund

During January 1972, 20,701 investigations were finalized across Canada. Of these 6,094 were on-premises investigations, 995 were selective investigations and 4,61 were special survey investigations to verify the fulfilment of statutory conditions. The remaining 1,141 formal investigations and 7,860 post audit investigation were in connection with claimants suspected of making false statements to obtain benefits. Punitive disqualifications as a result of claimants making false statement or misrepresentations numbered 2,758. Prosecution were begun in 70 cases, all against claimants.

May credits

Labour Legislation in 1970-71, Part 4, p. 229, was prepared in the Legislative Research Branch of the Canad Department of Labour.

Unemployment insurance report, p. 247, originates wit the Unemployment Insurance and Manpower Sectio of Statistics Canada. A claimant's unemployment regis ter is placed in the active file at the local office as soo as the claim is made. As a result, the count of claimant at any given time inevitably includes some whos claims are in process. "Claimants" should not be inter preted either as "total number of beneficiaries" or "tota registered clients."

Certification before the CLRB, p. 252, is prepared b the Employee Representation Branch of the Depart ment of Labour, and covers proceedings under the Can ada Labour Code, Part V, involving the functions of th Canada Labour Relations Board, for which the Em ployee Representation Branch of the Department is th administrative agency.

Conciliation before the Minister of Labour, p. 250, origi nates with the Conciliation and Arbitration Branch o the Department of Labour, and covers proceedings un der the Canada Labour Code, Part V, involving th administrative services of the Minister of Labour an the Conciliation and Arbitration Branch of th Department.

Photos. NFB: Cover, p. 219, 222, 230, 231, 232, 23 237, 238, 242, 245. Andrews-Hunt: p. 211. Public A chives of Canada: p. 217. Rainier, Montreal: p. 220. C Photo: p. 254.

ecisions
the umpire

3036. The claimant filed an application for benefit cating he was last employed from March 3, 1969 to 31, 1969, inclusive, as a millwright trainee. In re- ıse to the question, "Were you laid off due to work tage?" the claimant said: "The company was on e, so I applied for a job at . . . and was told I needed irmation of leaving (my job), which I got. Then . . . me the situation had changed, and they couldn't me." The claimant also declared he had received, r the last day on which he worked, an amount of representing two weeks of strike benefit.

September 19, 1969, the company reported to the ı office of the Commission that the claimant had it" his employment effective August 16, 1969.

ording to the insurance officer's "Submission to the rd of Referees," a labour dispute indeed existed at company where the claimant has been employed.

August 1, 1969, the union called the membership on strike and established picket lines at all premises ıe company. There were 12,500 union members em- ved at the . . . Works project and 2,060 members at six other sites so this resulted in an appreciable stop- e of work and compelled the employer to cease op- ions at the seven premises.

September 24, 1969, the insurance officer notified claimant that pursuant to Section 63 of the Act he disqualified from receiving benefit from September 969, because "You lost your employment by reason stoppage of work due to a labour dispute at the fac- , workshop or other premises at which you were ployed."

The claimant appealed to the Board of Referees on September 30, on the ground that when the company went on strike, he could not afford the loss of wages. He then applied at the "unemployment office" for work and they sent him to the personnel office of a company where he was told that a position was available. At this company's request, he agreed to get a written confirmation of his separation from the company where he had previously worked. The claimant then handed in his resignation on the understanding that the company would hire him, and this, he continued, was the only reason for leaving his job. When he reported back to the company he was informed that the situation had changed, and his services would not be needed. The claimant stated also that because of his resignation, he would no longer receive welfare benefits from the union, and was not receiving any income from any other source.

During a telephone conversation between the area office and the company where he had hoped to work, the office was informed that the claimant was referred to them through Canada Manpower Centre. The claimant had been told he was being considered with others, and also that before he was finally accepted he was required to produce his contribution records from the company where he had worked as proof of his separation. The prospective employer required this to ensure that persons hired would be permanent employees rather than accepting work only until the end of the strike.

According to the area office "the claimant apparently misunderstood the conversation and assumed he should obtain contribution records and separate from (the company)." The area office added that as stated in the claimant's appeal he was now off the payroll of his company, and consequently he was not eligible for union welfare payments.

On March 16, 1970, an appeal to the Umpire was lodged by the union, countersigned by the claimant. The case was heard, February 24, 1971. The Umpire said that there was no doubt that the claimant initially lost his employment because of a work stoppage attributed to a labour dispute, and that disqualification from receiving benefit properly followed by virtue of Section 63 of the Act.

He conceded also that the claimant had resigned in good faith in the belief that he was about to be taken on as a permanent employee by another company, and

that following his resignation there was no longer any contractual relationship between him and the company where he had worked, or any participation or association by him in the dispute.

"The claimant's argument is that in such circumstances the disqualification should not have continued, that his contract of service with (his company) had been definitely terminated, that this termination introduced a new cause of loss of employment and that it superseded and replaced the initial cause," the Umpire said.

"The argument is attractive. But there is Section 63 of the Act. It has been held in a number of Umpire's decisions that an employee does not necessarily avoid disqualification under Section 63 merely by resigning from work or after a work stoppage.

"Whether or not Section 63 is too stringent against pe sons who, like the present claimant, have dissociate themselves from their employer and the labour disput is arguable. It has been in effect for many years. In ar event, the adjudicating authorities are bound to app the section, reasonably interpreted, and I am unable read into the section a meaning that would bring tl claimant's situation within the relief provisions of tl section. The basic fact in his situation is that he severe his contract of employment and dissociated himse from the dispute. But if Parliament had intended th disqualification under Section 63 would cease upon happening of that kind, it would have been very simp to put a provision to that effect in Section 63(1). The ap peal is dismissed."

Conciliation

During February the Minister of Labour appointed conciliation officers to deal with the following disputes:

Canadian Pacific Railway Company (S.S. "Princess of Acadia", Bay of Fundy Service) and Seafarers' International Union of Canada (Conciliation Officer: C. A. Ogden).

Pacific Western Airlines Limited, Vancouver International Airport, and Canadian Air Line Employees Association (Conciliation Officer: A. A. Franklin).

Canadian Arsenals Limited (Small Arms Division, Long Branch) Toronto, Ont., and Canadian Union of Operating Engineers (Conciliation Officer: H. A. Fisher).

Maritime Employers' Association (The Shipping Federation of Canada, Inc.) and Local 1657, International Longshoremen's Association (Conciliation Officer: S. T. Payne).

Maritime Employers' Association (The Shipping Fede ation of Canada, Inc.) and Local 1605, Internation Longshoremen's Association (Conciliation Officer: S. Payne).

Ogilvie Flour Mills Company Limited, Montréal, Qu and National Syndicate of Employees of Ogilvie Flo Mills Company Limited (CNTU) (Conciliation Office J. J. de Gaspé Loranger).

United Grain Growers Limited; Saskatchewan Whe Pool; Alberta Wheat Pool; Burrard Terminals Limite Pacific Elevators Limited, Vancouver, B.C., and Gra Workers Local 333, International Union of Unit Brewery, Flour, Cereal, Soft Drink and Distillery Wor ers of America (Conciliation Officers: D. H. Camer and D. S. Tysoe).

Northland Shipping (1962) Co. Ltd., Vancouver, B.C and Canadian Brotherhood of Railway, Transport ar General Workers (Conciliation Officers: D. H. Camer and George W. Rogers).

British Yukon Navigation Company Limited, and British Yukon Railway Company, Whitehorse, and General Truck Drivers and Helpers, Local 31 ciliation Officer: D. H. Cameron).

onal Harbours Board, Port Colborne, Ont., and ed Steelworkers of America (Conciliation Officer: neth Hulse).

in Hood Multifoods Limited, Port Colborne, Ont., Canadian Food and Allied Workers, Local P416 resenting plant employees) (Conciliation Officer: H. isher).

ements by conciliation officers. The Sudbury adcasting Company Limited (Radio Stations NO and CFBR) Sudbury, Ont., and National Asso- on of Broadcast Employees and Technicians (Con- ion Officer: Kenneth Hulse) (LG, Dec. 1971, p.

le Leaf Mills Limited, St. Boniface, Man., and Lo- 34, Canadian Food and Allied Workers (Conciliа- Officer: A. E. Koppel) (LG, Dec. 1971, p. 802).

w Transfer Company Limited, North Vancouver, ; Bekins Moving and Storage Company Limited, couver, B.C.; Commercial Truck Company Lim- New Westminster, B.C.; Gill Alltrans Express Ltd., aby, B.C. (formerly Gill Interprovincial Lines); Hill Security Ltd., North Vancouver, B.C.; C. Motor Freight System, Burnaby, B.C.; Reid's ing and Storage Co. Ltd., Vancouver, B.C.; Soo-Se- y Motorways Ltd., Burnaby, B.C.; T.I.M.E.-D.C. Burnaby, B.C.; and Van-Kam Freightways Ltd., aby, B.C., and Teamster Locals 31, 181, 362 and Conciliation Officer: D. H. Cameron) (LG, March, 6).

tern Cartage & Storage (1962) Limited, Edmonton, , and General Teamsters, Local 362 (Conciliation er: George W. Rogers) (LG, April, p. 197).

Cosham Van Lines (Calgary) Ltd., Calgary, Alta., General Teamsters, Local 362 (Conciliation Offi- George W. Rogers) (LG, April, p. 197).

ciliation boards appointed. Pacific Western Airlines ted, Vancouver International Airport, and Cana- Air Line Flight Attendants Association (LG, Feb.,).

Canadian Transit Company, Windsor, Ont., and Teamsters, Chauffeurs, Warehousemen and Helpers, Local 880 (LG, Jan., p. 43).

Conciliation boards fully constituted. The Board of Conciliation and Investigation established to deal with a dispute between Cape Breton Development Corporation (Coal Division), Sydney, N.S., and Canadian Brotherhood of Railway, Transport and General Workers, Local 509, representing technical employees, and Local 504, representing clerical employees (LG, April, p. 197) was fully constituted with the appointment of Judge William A. D. Gunn of Halifax as chairman. Judge Gunn was appointed by the Minister on the joint recommendation of the other two members of the Board, Corporation nominee J. William E. Mingo, QC, Halifax, and union nominee Professor John Nicholson, Sydney.

The Board of Conciliation and Investigation established to deal with a dispute between Millar and Brown Ltd., Cranbrook, B.C.; Canadian Freightways Limited, Calgary, Alta., and Loiselle Transport Ltd., Vancouver, B.C., and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Locals 31, 362, 181, 395 and 979 (LG, April, p. 197) was fully constituted with the appointment of Professor Stephen G. Peitchinis of Calgary as chairman. Professor Peitchinis was appointed by the Minister on the joint recommendation of the other two members of the Board, company nominee Neil V. German, Calgary, and union nominee Joseph Whiteford, Vancouver.

The Board of Conciliation and Investigation established to deal with a dispute between Maritime Employers' Association (The Shipping Federation of Canada, Inc.) and Locals 365, 1846 and 1739, International Longshoremen's Association (LG, March, p. 147) was fully constituted with the appointment of His Honour Judge Alan B. Gold of Montreal as chairman. Judge Gold was appointed by the Minister in the absence of a joint recommendation from the other two members of the Board, company nominee Brian Mulroney, and union nominee Maître Gino Castiglio, both of Montréal.

Conciliation board reports received. Canadian National Hotels Limited (Bessborough Hotel), Saskatoon, Sask., and Canadian Brotherhood of Railway, Transport and General Workers (LG, Feb., p. 91). (Full text appears in Supplement No. 2, 1972).

Voyageur (1969) Inc., Montréal, Qué., and Transport Drivers, Warehousemen and Helpers Union, Local 106 (LG, March, p. 147). (Full text appears in Supplement No. 2, 1972).

Certification

The Canada Labour Relations Board met for four days during February. It granted five applications for certification, rejected two and permitted the withdrawal of one. The Board issued Reasons for Judgment in one other application for certification (see below) and granted one application for review of a previous decision. Eleven applications for certification were received during the month.

Reasons for judgment. In an application for certification made by Teamster Locals 31 and 362, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, in respect of employees of Loiselle Transport Limited, Vancouver, B.C.: (a) certifying the Locals as the bargaining agent for a unit of drivers, mechanics, and working agents employed by the company, excluding certain other employees and lease operators; (b) finding the lease operators are employees of the company and they constitute a unit which is separately appropriate for collective bargaining; (c) ordering a vote taken of the said lease operators to ascertain their wishes as to the selection of the Teamster Locals as their bargaining agent (Returning Officer: G. W. Rogers) (LG, Nov. 1971, p. 747). (Reasons for Judgment issued; full text in Supplement No. 2, 1972).

Applications for certification granted. General Teamsters Local 362, Chauffeurs, Teamsters and Helpers Local 395, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of drivers employed by McKay's Transport Company Ltd., Lloydminster, Alta. (LG, Dec. 1971, p. 801).

Canadian Air Line Employees' Association on behalf a unit of passenger and communication agents em ployed by Air Canada in its Customer Service Branc in Canada. (LG, Feb., p. 89).

Grain Workers Union Local 333, International Unio of United Brewery, Flour, Cereal, Soft Drink and Dist lery Workers of America on behalf of a unit of emplo ees employed in the Vancouver Office of Alberta Whe Pool, Calgary, Alta. (LG, Mar., p. 145).

Tunnel and Rock Workers' Union, Local 168, Labo rers' International Union of North America, on beha of a unit of miners, maintenance men, and laboure employed by the Hudson-Yukon Mining Co. Limite at its mining property and townsite located in the vici ity of Mile 1111, Alaska Highway, Y.T. (LG, Mar., 145).

Canadian Merchant Service Guild on behalf of a un of employees employed by Furness, Withy and Cor pany Limited, St. John's, Nfld. aboard the tug "Gle mont". (LG, Mar., p. 145).

Applications for certification rejected. Internation Longshoremen's Association, Local 1845, applica Canada Steamship Lines Limited, Montreal, Qué., r spondent, and Brotherhood of Railway, Airline a Steamship Clerks, Freight Handlers, Express and St tion Employees, intervener. The Board found that t

osed bargaining unit of package freight handlers as ed to Montreal and Valleyfield, Qué., was not ap- riate for collective bargaining. (LG, Dec. 1971, p.

onal Association of Broadcast Employees and nicians, applicant, CFTO-TV Limited, Toronto, respondent, and International Alliance of Theatri- tage Employees and Moving Picture Studio Ma- e Operators of the United States and Canada Mo- Picture Studio Production Technicians Local 873, vener. The Board denied a request from the appli- for permission to withdraw the application and re- d it because it was considered to have been aban- d. (LG, Mar., p. 145).

ication for certification withdrawn. Teamsters, uffeurs, Warehousemen and Helpers Local 91, nsport Drivers, Warehousemen and Helpers Local General Truck Drivers Local 938, International herhood of Teamsters, Chauffeurs, Warehousemen Helpers of America, applicants, Capital City Trans- Limited, Ottawa, Ont., respondent, and Canadian nsport Workers' Union No. 158, National Council of adian Labour, intervener. (LG, Apr., p. 199).

uest for review granted. National Association of dcast Employees and Technicians seeking amend- t of the Board's Orders of Certification issued on ch 22, 1957 and May 31, 1957, affecting units of loyees of the Newfoundland Broadcasting Co. Lim- St. John's, Nfld. The two units were redefined and bined into one bargaining unit. (LG, Nov. 1971, p.

lications for certifications received. American Fed- on of Grain Millers, Local 242, on behalf of a unit mployees of McCarthy Milling Company Limited, etsville, Ont. (Investigating Officer: M. K. Carson).

adian Food and Allied Workers, Local P-373, lgamated Meat Cutters and Butcher Workmen of th America, on behalf of a unit of employees of In- Ocean Grain Company Limited, carrying on a busi- under the name of Weyburn Mills, Weyburn, Sask. estigating Officer: A. E. Koppel).

nsters Union Local 990, International Brotherhood eamsters, Chauffeurs, Warehousemen and Helpers merica, on behalf of a unit of employees of Arm- ng Van & Storage Limited, Thunder Bay, Ont. (In- gating Officer: A. E. Koppel).

General Teamsters Local 362, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Sokil Express Lines Ltd., Edmonton, Alta. (Investigating Officer: A. A. Franklin).

General Teamsters Local 362, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Edmonton Transfer Ltd., Edmonton, Alta. (Investigating Officer: A. A. Franklin).

Local 13946, International Union of District 50, Allied and Technical Workers of the United States and Canada, on behalf of a unit of employees of Central Mortgage and Housing Corporation, Montreal, Qué. (Investigating Officer: S. T. Payne).

International Brotherhood of Pulp, Sulphite and Paper Mill Workers, Botwood Longshoremen, Local 161, on behalf of a unit of employees of Price (Nfld.) Pulp and Paper Limited, Grand Falls, Nfld., engaged in longshore work at Botwood, Nfld. (Investigating Officer: W. J. Gillies).

Canadian Transportation Workers' Union No. 188, National Council of Labour, on behalf of a unit of employees of Guenther Tuckey Transports Ltd., Exeter, Ont. (Investigating Officer: K. Hulse).

General Truck Drivers' Local 938, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Kraus Transport Limited, Rexdale, Ont. (Investigating Officer: M. K. Carson).

International Longshoremen's and Warehousemen's Union, Local 508, on behalf of a unit of employees of Empire Stevedoring Co. Ltd., Nanaimo, B.C., working in Vancouver Island ports. (Investigating Officer: G. W. Rogers).

Transport Drivers, Warehousemen and Helpers Union, Local 106, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and Larivière Transport Limitée, Montebello, P.Q. (Investigating Officer: M. Archambault).

Railway arbitration

Six cases were heard by the Canadian Railway Office of Arbitration in Montreal on January 11. Two grievances were dismissed, two were allowed and, in two cases, company requests were granted.

Case No. 331. Dispute between CN and the United Transportation Union over the discontinuing of certain passenger trains.

When passenger traffic began to diminish in the area in question, the company decided to discontinue three of its passenger trains and this affected the job security of five crews. The union submitted a grievance contending that an article of the agreement had been violated, namely: "The company will not initiate any material change in working conditions which will have materially adverse effects on employees without giving as much advance notice as possible . . ."

The first question to be determined, the arbitrator said, was whether the discontinuance of the trains constituted a material change in working conditions having a materially adverse effect on employees. "In this case, it is my view that it was the very sort of situation to which the provisions of the article were in general directed," he stated. "There may be many operational or oth changes that would not require the giving of notice, a there are statements in the union's presentation that too far in this respect. The mere cancellation of a tr or a highway run is not necessarily a material chan within the meaning of the provision . . . In the provisi now before me, however, what occurred could not said to have been a normal change . . . and notice ou to have been given. For the foregoing reasons, grievance is allowed."

Case No. 332. Dispute between CN and the Uni Transportation Union over the changing of a home t minal for certain assignments.

When the home terminal and Sunday layover for w freight trains were changed, the union submitted grievance alleging that an article of the agreement h been violated. The article reads: "The company will initiate any material change in working conditi which will have materially adverse effects on employ without giving as much advance notice as possible . .

The company argued that this was a normal change herent in the nature of the work, and the arbitra agreed. "These are changes contemplated by the ag ment as part of the course of regular operations, an such should be regarded as normal. It should be cl from the nature of 'normal changes' referred to in article that they need not be everyday occurren Changes such as those in question do occur from tim time and are, in my view, inherent in the nature of work in which employees are engaged. For these sons the article does not apply and the grievances m therefore be dismissed."

Case No. 333. Dispute between CN and the Un Transportation Union over a conductor and cr claim of extra pay for yardmen's work.

The conductor and crew were ordered to report for c to operate a freight train between two points. Be leaving, the crew was required to make two setoffs f their train. They were paid on a continuous time b for their usual service, but in addition they each mitted a time return claiming an extra day's pay at rates contending that the 30 minutes spent in settin cars was yardmen's work. The article the union qu in support of their argument was "Switching, tran and industrial work, . . . will at points where yard are employed, be considered as service to which y men are entitled, but this is not intended to pre trainmen from performing switching required in nection with their own train . . ."

company admitted that the grievors did perform ain switching within the switching limits, and that would generally be yardmen's work, but said that it "switching required in connection with their own n," and it was therefore proper for the grievors to orm it. The union acknowledged that it was proper the grievors to have set off the first 20 cars, but that n they moved the twenty-third car off this was prop- yardmen's work. At least, the union claimed, it was properly required of the grievors, although it could perly have been performed by the other train crew. arbitrator observed that since it was proper for the er train crew to have moved the twenty-third car, re was really no question here of depriving a yard w of work. "The question remains, however, whether as proper for the grievor's crew to do it. The work two setting-off movements on one track with the re- that the making-up of another train simply picks up r or string of cars set off by an earlier train. It does necessarily follow that the work of setting off these should properly be characterized as making up the er train, even though that might be the result. More perly that would only be described, from the point iew of the first crew, as switching in connection with ir own train, or as putting their own train away." The evance was therefore dismissed.

se No. 334. Dispute between CN and the United nsportation Union over a junior brakeman's time ims for payment.

e brakeman, who was taken from the temporary va- ncy he was filling on two trains to fill a temporary va- ncy on two others, submitted time claims for a total of 5 miles at the road switcher rate of pay. This repre- ted the difference in earnings between what he ned on the second two trains and what he would ve earned had he continued to work on the first two ins.

e union claimed that in refusing payment of these e claims, the company violated an article of the reement that stated: "... a trainman used on other n his regular assigned run, will be paid at the sched- rate and under the conditions applicable to the ser- e performed, but if as a result of performing such ser- e he is prevented from following his regular assigned n he shall be paid for such service not less than he uld have received had he remained on his regular as- ned run." The company resisted payment on the sis that the grievor did not have a "regular assigned n" and so was not entitled to the benefit of the article quoted. "In my view this position is not well taken," the arbitrator said. "The article does not distinguish between temporary and permanent assignments." The brakeman applied for his run and was granted the assignment, and the fact that his assignment was on a temporary basis had no bearing on this case, the arbitrator declared. The grievance was therefore allowed.

Case No. 335. An ex parte dispute between CN and the United Transportation Union over the company's decision to reduce the size of yard crews.

The company wanted to reduce the size of its yard crews at a terminal near a pulp mill from a crew of one yard foreman and two yard helpers to a crew of one yard foreman and one yard helper. The union protested that adequate safety could not be maintained if the crew were reduced. They pointed out also that the collective agreement provides for the company to give notice to the union if it contemplates a reduction of staff. The union stated seven reasons why they felt that adequate safety could not be maintained, but only the sixth, was, in the arbitrator's view, really pertinent to the case, namely: "Highly dangerous chemicals are used at the pulp mill. Safe handling of such commodities requires close contact between crew members. This close contact could not be maintained with a reduced crew."

The company did, however, describe certain situations where adequate safety could be maintained through certain changes in switching methods, or if the number of cars were limited. "I am satisfied on the material before me that in these situations the work can be carried out with maintenance of adequate safety by a two-man crew;" the arbitrator said. And he awarded that the company's request for crew reduction be granted.

Case No. 336. An ex parte dispute between CN and the United Transportation over the company's decision to reduce the size of yard crews.

The issue before the arbitrator was similar to that of Case No. 335—whether adequate safety could be maintained with a cut in the crew size. The company submitted a brief in which they contended that changes in switching methods would enable the work to be performed safely by a two-man crew. The onus was then on the union to give specific reasons why they believed adequate safety could not be maintained. After a study of both submissions, the arbitrator concluded that safety was not being jeopardized by the cut in the crew, and awarded that the company's request for reduction be granted.

Publications in the library

List No. 278

The publications listed below are recent acquisitions. They may be borrowed through a local library (business, university, public etc.) or directly if there is no local library. Please indicate the publication numeral and the month listed, when requesting loans.

Automation—labour aspects

No. 1—Australia. Department of Labour and National Service. National survey of the employment effects of technological change: stage two. Melbourne, 1971. 44 p.

No. 2—Australia. Department of Labour and National Service. National survey of the employment effects of technological change: stage three. Melbourne, 1971. 52 p.

Collective bargaining

No. 3—Jagerskiold, Stig. Collective bargaining rights of State officials in Sweden. Ann Arbor, Institute of Labor and Industrial Relations, University of Michigan-Wayne State University, 1971. 143 p.

No. 4—Loveridge, Raymond. Collective bargaining by national employees in the United Kingdom. Ann Arbor, Institute of Labor and Industrial Relations, University of Michigan-Wayne State University, 1971. 194 p.

No. 5—Gottlieb, Bertram. Statutory obligation of employer to furnish information to a union, by Bert Gottlieb and Charles A. Werner. New York, Indust and Labor Relations Division, American Institute of dustrial Engineers [c1971] 40 p.

Conferences

No. 6—Conference on Inflation and the Canadian E rience, Queen's University, 1970. Inflation and the nadian experience; proceedings of a conference. tors: N. Swan and D. Wilton. Kingston, Ont., Indust Relations Centre, Queen's University [1971] 249 p.

No. 7—Conference on New Trends in Industrial R tions, St. Mary's College, Notre Dame, Ind., 1970. ceedings. Edited by Mark J. Fitzgerald and John J. derick. [Notre Dame, Ind., University of Notre Da Dept. of Economics, 1971] 75 p.

No. 8—Symposium on Automation and Society. 2d, U versity of Georgia, 1970. Automation management: social perspective; second annual Georgia-Relia Symposium [papers] Edited by Ellis L. Scott and R W. Bolz. Athens, Ga., Center for the Study of Auto tion and Society [c1970] vii, 179 p.

9—White House Conference on Children, Washing- D.C., 1970. Report to the President. Washington .O., 1971] 451 p.

porations, government

10—Coombes, David. State enterprise; business or ics? London, Allen & Unwin [1971] 24 p.

nseling

11—Mental health related activities of companies unions; a survey based on the metropolitan Chicago [by] Elizabeth J. Slotkin [and others] New York, avioral Publications [1971] ix, 91 p.

advantaged

12—Harp, John, comp. Poverty in Canada, edited ohn Harp and John R. Hofley. Scarborough, Ont., ntice-Hall [1971] 357 p.

13—Zimpel, Lloyd, ed. The disadvantaged worker; lings in developing minority manpower. Reading, ss., Addison-Wesley Pub. Co. [c1971] vii, 280 p.

nomic policy

14—Bach, George Leland. Making monetary and l policy. Washington, Brookings Institution [1971] 81 p.

15—Organization for Economic Co-operation and elopment. The industrial policies of 14 member ntries. [Paris, 1971] 395 p.

ustrial disputes

16—American Enterprise Institute for Public Policy earch. Proposals on emergency disputes in trans- ation. Washington [1971] 75 p.

ustrial relations

17—Allen, Victor Leonard. The sociology of indus- relations; studies in method. [London] Longman 1] viii, 282 p.

No. 18—Hunt, James W. Employers' guide to labor relations. Washington, Bureau of National Affairs, 1971. 131 p.

Labour laws and legislation

No. 19—Confederation of British Industry. Guidance to employers on industrial relations bill; report of a working party under the chairmanship of Mr. L. F. Neal. London [1971] 51 p.

No. 20—Paterson, Peter. An employers' guide to the Industrial relations act. [2d ed. London] Kogan Page [c1971] 135 p.

No. 21—Taylor, Benjamin Jackson. Labor relations law [by] Benjamin J. Taylor [and] Fred Witney. Englewood Cliffs, N.J., Prentice-Hall [1971] xv, 684 p.

Labour organization

No. 22—Canadian Telephone Employees' Association. CTEA: a history of organization. ACET: historique de l'association. [Toronto? 1971] 55 p.

No. 23—Pflug, Warner. The UAW in pictures. Detroit, Wayne State University Press, 1971. 194 p.

Labour supply

No. 24—Levitan, Sar A. Social experimentation and manpower policy: the rhetoric and the reality [by] Sar A. Levitan [and] Robert Taggart III. Baltimore, John Hopkins Press [1971] x, 111 p.

No. 25—Mackay, Donald Ian. Labour markets under different employment conditions [by] D. I. Mackay [and others] London, Allen & Unwin [1971] 433 p.

Manufactures

No. 26—Ketchum, Edward John Dawson. Man-hour behavior in Canadian manufacturing industries: an excess labor approach. London [Ont.] University of Western Ontario, Department of Economics, 1971. [49] p.

No. 27—Postner, Harry H. An analysis of Canadian manufacturing productivity; some preliminary results. [Ottawa, Information Canada, 1971] v, 131 p.

No. 28—Science Council of Canada. Innovation in a cold climate: the dilemma of Canadian manufacturing. [Ottawa, Information Canada, 1971] 49 p.

Mediation

No. 29—Maggiolo, Walter A. Techniques of mediation in labor disputes. Dobbs Ferry, N.Y., Oceana, 1971. x, 192 p.

No. 30—Nierenberg, Gerard I. Creative business negotiating; skills and successful strategies. New York, Hawthron [1971] x, 182 p.

No. 31—Yaffe, Byron. Factfinding in public employment disputes in New York State: more promise than illusion, by Byron Yaffe and Howard Goldblatt. Ithaca, N.Y., New York State School of Industrial and Labor Relations, Cornell University, 1971. 132 p.

Plant closing

No. 32—Eleen, John W. Shutdown: the impact of plant shutdown, extensive employment terminations and layoffs on the workers and the community, prepared by John W. Eleen and Ashley G. Bernardine. [Toronto] Ontario Federation of Labour, Research Dept., 1971. 135 p.

Productivity of labour

No. 33—U.S. Bureau of Labor Statistics. Productivity and the economy. Washington, G.P.O., 1971. 35 p.

Women

No. 34—Canada. Women's Bureau. Women's Bureau, '71. [Ottawa, Information Canada, 1972] 36, 36 p.

No. 35—Ontario. Women's Bureau. Law and the wom in Ontario. Toronto, 1971. 19 p.

No. 36—Ontario. Women's Bureau. Working women Ontario, by Katherine Eastham. [Toronto, n.d., 197 62 p.

No. 37—Women in the arts in Canada, by Sandra Gw A monograph based on essays by Nathan Cohen [a others] with a foreword by Jean Le Moyne. [Ottawa, formation Canada, 1971] 98 p.

Miscellaneous

No. 38—Coady, Moses Michael. The man from M garee; writings and speeches of M. M. Coady, edu tor/reformer/priest, edited and with commentary Alexander F. Laidlaw. Toronto, McClelland and Ste art [c1971] 218 p.

No. 39—Jaques, Elliott. Work, creativity, and social j tice. New York, International Universities Press [19 viii, 262 p.

No. 40—Robinson, Joan. Economic heresies; some o fashioned questions in economic theory. New York, l sic Books [c1971] xix, 150 p.

No. 41—Stearn, Gerald Emanuel, comp. Gompers. E lewood Cliffs, N.J., Prentice-Hall [c1971] x, 178 p.

No. 42—Touraine, Alain. The post-industrial society; morrow's social history: classes, conflicts, and culture the programmed society. Translated by Leonard F. Mayhew. New York, Random House [c1971] viii, 244

No. 43—U.S. Bureau of Labor Standards. The princip and techniques of mechanical guarding. Rev. ed. Wa ington [G.P.O., 1971] 58 p.

verance
y provisions
major
llective agreements

study of severance pay clauses in major collective ments was undertaken during 1971 as part of the nuing program of the Analysis Section, Collective aining Division, Economics and Research Branch, da Department of Labour. The agreements sur- l were those in effect at January 31, 1971, covering ,133 employees in 675 negotiation units with 500 ore workers in all industries throughout Canada, ding construction.

study was carried out by Lachman Advani, assisted rian McLaughlin, under the supervision of Dan enbloom, Chief, Collective Bargaining Division. study will be available in booklet form later. The ngs reported here do not necessarily reflect prac- in small collective bargaining units or in nonunion panies.

a view to providing job security to workers, unions companies in recent years have negotiated provi- ranging from notice of layoff to wage-employment antees. Severance pay is one such provision—an im- nt one—designed to afford a special payment to ers on termination of employment. In most cases, circumstances under which the employment rela- hip is terminated are beyond the control of the er, and the separation payment that he receives is ded as compensation, in part at least, for the loss quasi property rights in the job as well as his tang- rights such as seniority, vacation, sick leave, pen- sion, and various other benefits under welfare plans. The immediate purpose of severance payments, of course, is to provide a monetary cushion for the worker until he finds another job.

This survey is confined to formalized severance pay plans and does not take into account such payments as pay in lieu of notice of layoff, pay for unused vacation credits, or payment to the employee of his equity in profit-sharing plans. In some agreements, the severance pay provision may be contained in only one paragraph. In others, they are very lengthy setting out in detail the conditions for eligibility, amounts for each unit of service, method of payment, procedure for repayment of severance allowances on rehire, etc. These rather complicated plans may possibly reflect the conflict of interests involved in negotiating job security clauses. The study, however, does not attempt to examine the motives and attitudes of parties to collective bargaining, but aims to provide statistical data showing the incidence and variety of severance pay clauses in major agreements negotiated by labour and employers in Canada.

Prevalence of severance pay plans

Of the 675 agreements, **severance pay provisions were found in 32 per cent (215 plans) covering 45 per cent of the employees.** (In view of the eligibility restrictions, not all of the employees were necessarily covered at a given time.) Forty-eight plans (or 7 per cent of the total), mostly occurring in the auto, rubber and clothing industries, contained severance clauses as part of the com-

pany-financed S.U.B. plans or other funded arrangements. (These plans have been excluded from detailed analysis since in most cases they were an integral part of the S.U.B. plans.) Straight severance pay provisions were found in 167 agreements (or 25 per cent of the total) covering 32 per cent of the employees. In the private sector, the great majority of severance plans occurred in the manufacturing industries, with concentration in the food, paper and electrical products industries. In the public sector, practically all federal, and half of the provincial government contracts had severance pay clauses.

Eligibility

About 2 out of every 3 agreements (covering 79 per cent of the employees) required the employee to have at least 1 year of service for entitlement to severance benefits. Another 29 per cent of the contracts (48 plans) and covering only 14 per cent of the workers required minimum service ranging from 2 to 10 years. In only 5 per cent of the plans (3 per cent of the workers) was the minimum service requirement less than 1 year.

Types of severance benefits

The majority of severance plans studied provided for severance benefits graduated according to length of service. In only 4 plans was the amount of severance pay the same for all eligible employees irrespective of differences in length of service.

Most agreements specified benefits based on a fixed ratio, e.g., 1 week's pay for each year of service. Example: "employees displaced by technological unemployment will be eligible for a severance allowance on the basis of 1 week for each full year of service." Some agreements, however, especially those in the food, glass and electrical products industries, increased the amounts after specified units of service. Typical of such clauses are the following:

"Employees laid off solely due to lack of work shall be granted a layoff allowance based on term of employment at date of layoff. The layoff allowance will accumulate on the basis of 1 week's pay for each y from 2 to 9 years of service; 2 weeks pay for each y from 10 to 15 years of service; 3 weeks pay for each y in excess of 15 years of service."

"Separation allowances shall be computed on the b of the following schedule which is to be used in comp ing the number of weeks pay according to the years credited service.

Years of credited service	Weeks of pay
1	1
2	1½
3	2
4	2½
5	3
6	3½
7	4½
8	5½
9	6½
10	7½

11 and over, add to 7½—1½ weeks pay for each year of credited service above 10 years."

Minimum amount

In most agreements the minimum amount stipula was found to be 1 week's pay for each year of servic all eligible employees. Some variations were no however. Federal government contracts set a minim of 2 weeks pay for the first year of service and 1 we pay for each additional year of employment for an ployee who is laid off for the first time. Another plans (22 per cent of the total) paid a minimum weeks pay or more for various lengths of service rang from less than 1 year to 10 years.

Maximum amounts

About 38 per cent of the agreements (64 plans) provi for maximums of 26 to 30 weeks of pay. Example: "E ployees discharged or laid off because of technolog change or automation shall be entitled to severance of 1 week's pay for each year of service with the c pany. The amount calculated under such entitlem shall not exceed a maximum of 26 weeks pay." Si one agreements (37 per cent of the total) did not spe any maximum benefit level.

agreements, mostly in the pulp and paper indus-
everance payments were to be calculated as a per-
ge of employees' earnings. Maximum amounts
usually not specified in such cases: "Severance pay
e 2 per cent of an employee's total earnings for the
ll period of continuous service."

e great majority of agreements (130 plans) benefits
ased through years of service, thus favoring long-
e employees (i.e., those with more than 25 years of
e). In only 31 plans (19 per cent of the total) the
mum upper limit of severance pay benefits was
ed after 20 or fewer years of service. Example:
amount of severance allowance to which an em-
e shall be entitled shall be: 5 years of service, but
han 7 years—3 months pay; 7 years of service, but
han 10 years—4 months pay; 10 years of service,
ess than 15 years—5 months pay; 15 years of ser-
or more—12 months pay."

hod of payment

vey of specific references in the agreements for this
of clause disclosed that 3 out of every 10 agree-
s contained such a provision. Only 16 plans pro-
l for lump sum payments. Example: "The separa-
allowance will be paid in a lump sum on the date
employee leaves the service." Another 25 agree-
s stated that the benefits would be paid in instal-
s: "Payment of Severance Pay will be made in
ly amounts which will continue until the maximum
unt is paid or the employee is retired." Few agree-
s indicated that the employer had the option of
ng the severance amount either in a lump sum or in
lments.

ayment of severance pay

isions for repayment of severance pay on rehiring
found to be relatively few. **Only 11 per cent of the**
ements (9 per cent of the employees) in the current
y had a provision for repayment. Usually the em-
ee had to return a portion of his severance allow-
. An example from one of the agreements follows:
en an employee has received a layoff allowance
is later recalled within a time interval shorter than
covered by the number of weeks of layoff allow-
granted, the amount of layoff allowance paid the
oyee for excess number of weeks shall be consid-
as an advance pay ... and is repayable through
oll deductions . . ."

Two plans specifically stated that the employee did not have to return the severance pay on rehire. Example: "An individual who has received severance pay shall not be required to return any portion of such pay to the company in the event of his employment."

Conditions for granting severance pay

Although most of the plans studied stipulated certain conditions for granting severance benefits, in 67 per cent of cases (covering 72 per cent of the employees) the conditions were sufficiently broad to permit payments under such circumstances. Examples: "When the corporation terminates the employment of an employee as a result of the permanent abolition of a position, an employee with more than 4 years of service shall receive layoff pay in a lump sum equal to 1 weeks pay for each year of service . . ." and "Severance pay will be paid to employees who have had more than 5 years employment with the system and are laid off due to a shortage of work." The reason for abolition of a position or shortage of work (in the above type of cases) were not mentioned either in the severance pay clause or elsewhere in the agreement.

Sometimes the plans specified situations under which severance benefits were not payable, but still laid down broad conditions under which severance amounts were to be paid. Examples: "An employee who has completed 2 years of employment whose employment is terminated for any reason other than voluntary resignation, discharge for cause, disability retirement or normal retirement, shall receive severance pay of a sum equivalent to 2 per cent of his total earnings throughout his period of employment, or throughout his last period of employment if he were formerly employed and rehired." and "Upon dismissal for any reason other than gross misconduct or self-provoked dismissal for the purpose of collecting severance pay, or upon being laid off, an employee shall receive severance pay in cash in a lump sum equal to 1 week's pay for every 6 months of service or major fraction thereof, up to a maximum of 46 weeks."

Specific conditions

Fifty-three plans (32 per cent of the agreements covering 24 per cent of the workers) provided for benefits only under special circumstances like technological change, plant closing or transfer of operations. Examples: "Severance pay shall be allowed those employees within the bargaining unit whose termination may be directly at-

tributable to the introduction of equipment or methods which reduce the number of employees required;" (2) "... permanent employees shall receive severance pay for layoffs resulting from merger or geographical relocations;" (3) "Employees who become permanently displaced as a result of the closing of the plant or a department ... shall receive severance pay."

Exemptions

Nearly half of the plans specifically listed one or more situations wherein workers separated from employment would not be entitled to receive severance pay. Most important among these are: discharge for cause (28 plans); employee is qualified for retirement or pension (24 plans); voluntary resignation (21 plans); and refusal of recall or transfer (15 plans).

It may be noted that although 21 plans denied payments in case of voluntary resignation, 66 plans included a clause allowing severance benefits in such cases, although benefits provided were generally at a reduced level. Similarly, although death and retirement are among the list of exemptions, a significant proportion of the agreements specifically allowed payment in such situations.

Severance and S.U.B. Plans

Provision	Agreements No.	%	Employees No.	%
No specific provision	438	65	767,501	52
Severance pay	167	25	466,352	32
Severance pay fund	7	1	21,674	1
Severance + S.U.B.	41	6	173,855	12
S.U.B.	22	3	43,751	3
Total	675		1,473,133	

Severance Pay and S.U.B. Plans (Manufacturing)

Provision	Agreements No.	%	Employees No.	%
No provision	170	56	160,357	36
Severance pay	74	24	145,148	32
Severance pay fund	6	2	20,174	4
Severance + S.U.B.	35	12	89,754	20
S.U.B.	19	6	35,770	8
Total	304		451,203	

Severance Pay and S.U.B. Plans (Non-Manufacturing)

Provision	Agreements No.	%	Employee No.
No provision	268	72	607,144
Severance pay	93	25	321,204
Severance pay fund	1	—	1,500
Severance + S.U.B.	6	2	84,101
S.U.B.	3	1	7,981
Total	371		1,021,930

Summary by Province

Province	Agreements No.	%	Employee No.
Ontario	38	23	98,127
Québec	30	18	46,781
British Columbia	16	10	58,577
Saskatchewan	5	3	10,315
Alberta	5	3	21,655
New Brunswick	3	2	3,421
Newfoundland	1	1	1,200
Manitoba	1	1	650
Nova Scotia	1	1	500
More than one province*	67	40	225,126
Total	167		466,352

*Includes 49 Federal Government agreements.

Size of Bargaining Unit

Bargaining Unit	Agreements No.	%	Employe No.
500— 750	53	32	31,621
751— 1,000	25	15	22,735
1,001— 1,500	25	15	30,480
1,501— 2,000	15	9	27,006
2,001— 3,000	18	11	42,942
3,001— 4,000	6	4	22,056
4,001— 5,000	5	3	24,200
5,001—10,000	8	5	53,448
10,000 over	12	7	211,864
Total	167		466,352

ance Pay and S.U.B. Plans By Industry

ry	Severance Pay		Severance Fund		S.U.B. with Severance Pay		S.U.B. Plans without Severance Pay	
	Agts.	Employees	Agts.	Employees	Agts.	Employees	Agts.	Employees
FACTURING	74	145,148	6	20,174	35	89,754	19	35,770
od and Beverages	10	14,632	—	—	2	1,573	—	—
bacco	2	2,664	—	—	—	—	—	—
ubber	—	—	—	—	7	7,268	—	—
ather	—	—	—	—	—	—	—	—
xtile	5	6,870	—	—	1	797	—	—
nitting	2	1,094	—	—	—	—		—
othing	1	850	5	18,950	—	—	—	—
ood	3	34,368	—	—	—	—	—	—
rniture	—	—	—	—		—	—	—
per	25	40.640	—	—	—	—	—	—
inting & publishing	4	10,965	—	—	—	—	—	—
imary metal	1	787	—	—	3	6,585	10	27,184
etal fabrication	—	—	—	—	3	4,140	4	3,020
achinery	1	1,150	—	—	2	7,125	1	1,490
ansportation and equipment	—	—	1	1,224	15	60,562	1	551
ectrical	11	23.217	—	—	—	—	2	2,525
on-Metallic mineral products	7	5,361	—	—	2	1,704	—	—
emical	2	2,550	—	—	—	—	1	1,000
iscellaneous manufacturing	—	—	—	—		-	—	—
MANUFACTURING	93	321,204	1	1,500	6	84,101	3	7,981
gging	—		—	—	—	—	—	—
shing	—		—	—		—	—	—
lining	4	2,450	—	—	—	—	2	5,371
ansportation	5	9,730	—	—	—	—	—	—
orage	3	2,715	—	—	1	500	—	—
ommunication	7	44,287	—	—	4	82,469	—	—
lectrical power and utilities	4	15,162	—	—	—	—	—	—
holesale trade	2	2,470	—	—	—	—	—	—
etail trade	2	3,900	—	—	1	1,132	1	2,610
inance	—	—	—	—	—	—	—	
ducation	2	3,463	—	—	—	—	—	—
ospitals	1	2,300	—	—	—	—	—	—
otels & restaurants	2	1,047	—	—	—	—	—	—
ederal administration	49	154,983	—	—	—	—	—	—
rovincial administration	9	75,532	—	—	—	—	—	—
ocal administration	1	1,500	1	1,500	—	—	—	—
iscellaneous service	2	1,665	—	—	—	—	—	—
Total manufacturing and non-manufacturing	167	466,352	7	21,674	41	173,855	22	43,751

Term of Agreement

Provision	Agreements No.	Agreements %	Employees No.	Employees %
Under 18 months	29	17	89,305	19
19-29 months	79	47	222,527	48
30 months and over	59	35	154,520	33
Total	167		466,352	

Expiry Date of Agreements

Year	Agreements No.	Agreements %	Employees No.	Employees %
1970	44	26	126,265	27
1971	46	28	160,433	34
1972	43	26	111,251	24
1973	30	18	57,761	12
1974	4	1	10,642	2
Total	167		466,352	

Minimum Service Requirements

Provision	Agreements No.	Agreements %	Employees No.	Employees %
Less than one year	9	5	15,172	3
1 year	53	32	171,899	37
2 years	17	10	30,552	7
3 years	9	5	8,353	2
4 years	2	1	2,754	1
5 years	12	7	10,023	2
7 years	1	1	650	—
10 years	7	4	6,997	2
Service requirements varies*	52	31	194,023	42
No details	5	3	25,929	6
Total	167		466,352	

*Mostly Federal Government contracts stipulating minimum of 1 year's service in case of layoff and 10 years for voluntary resignations.

Method of Payment

Provision	Agreements No.	Agreements %	Employees No.	Employees %
No provision	119	71	362,032	78
Lump sum payment	16	10	41,769	9
Instalments	25	15	48,137	10
Employers option of lump sum or instalments	5	3	13,164	3
Other	2	1	1,250	—
Total	167		466,352	

Basis for Computation of Severance Pay

Provision	Agreements No.	Agreements %	Employees No.
No provision	83	50	250,173
Base rate	11	7	7,842
Average straight time rate	8	5	18,087
Average earnings	8	5	11,516
Highest rate or salary	6	4	46,876
Gross earnings	17	10	29,998
Current rate of pay or weekly salary	27	16	80,295
Other	7	4	21,565
Total	167		466,352

Employee Options in Lieu of Severance Pay

Provision	Agreements No.	Agreements %	Employees No.
No provision	150	90	427,814
Interplant transfer	4	2	4,583
Retain recall rights	9	5	25,977
Other	4	2	7,978
Total	167		466,352

Repayment of Severance Payments on Rehire

Provision	Agreements No.	Agreements %	Employees No.
No provision	149	89	423,251
Repayment of full amount	1	1	850
Repayment of excess amount not used at the time of rehiring	9	5	27,289
Employee does not have to repay	4	2	11,164
Other	4	2	3,798
Total	167		466,352

ditions for Granting Severance Pay

ision	Agreements No.	%	Employees No.	%
IERAL CONDITIONS				
off—no reasons specified	82	49	284,240	61
of work	28	18	52,086	11
CIFIC CONDITIONS				
nological change (Includes ge in process or methods of uction)	20	12	64,227	14
t closing or merger	4	2	7,922	2
sfer of operation	4	2	4,933	1
ganization	—	—	—	—
or more conditions*	25	15	30,521	7
rs	4	2	22,423	5
Total	167		466,352	

irtually all these plans include technological change as one of the conditions.

erance Pay for Voluntary Resignation

ision	Agreements No.	%	Employees No.	%
provision	101	60	251,162	54
ision exists	66	40	215,190	46
Total	167		466,352	

erance Pay to Beneficiaries in Case of Death

ision	Agreements No.	%	Employees No.	%
ovision	150	90	384,919	83
ision exists	17	10	81,433	17
Total	167		466,352	

Severance Pay Upon Retirement

Provision	Agreements No.	%	Employees No.	%
No specific provision	109	65	258,097	55
Provision exists	58	35	208,255	45
Total	167		466,352	

Severance Pay for Physical Disability of Inability

Provision	Agreements No.	%	Employees No.	%
No specific provision	155	93	408,979	87
Provision exists	12	7	57,373	12
Total	167		466,352	

Severance Pay—Exemptions

Provision	Agreements No.	%	Employees No.	%
No reference to specific exemption	87	52	250,569	54
One or more exemptions	80	48	215,783	46
Total	167		466,352	

List of Specific Exemptions

Provision	Agreements
Discharge for cause	28
Refusal to transfer or recall	15
Emergency situations	13
Leave of absence	3
Failure to maintain union membership	2
Voluntary resignation	21
Retirement	24
Death	6
Others	19

Summary by Unions

Union	No. of Agreements	No. of Employees
Food workers	6	11,8
Glass and ceramic workers	6	4,7
Civil Service Association of Ontario	5	45,2
Public employees	5	24,9
I.B.E.W.	5	7,2
Pulp and paper mill workers	5	6,9
Pulp and Paper Workers' Federation	4	2,7
Northern Electric Employees Association	4	11,8
Woodworkers	3	34,2
Newspaper Guild	3	2,8
Steelworkers	3	1,8
Textile Federation	3	1,6
I.E.U.	3	3,1
Saskatchewan Government Employees' Association	2	7,4
Tobacco Workers	2	2,0
Machinists	2	2,0
Railway, Transport and General Workers	2	1,7
Teamsters	2	1,6
Saskatchewan Wheat Pool Employees	2	1,3
Textile Workers' Union	2	1,1
Metallurgists, Miners and Chemical Workers Federation	2	1,0
Professional Institute of the Public Service of Canada	10	10,3
Public Service Alliance of Canada	31	134,4
CLC-chartered locals	2	2,0
Independent local organizations	11	31,0
More than one union	18	62,2
Other	24	145,0
Total	167	466,0

Minimum Severance Pay Under Major Collective Agreements, 1970

Severance Pay	Total		Length of Service: Less than 1 Year		1 Year		2 Years		3 Years		4 Years		5 Years		10 Years		Depends on Reason for Separation	
	Agts.	Wkrs.	Agts.	Wkrs.	Agts.	Wkrs.	Agts.	Wkrs.	Agts.	Wkrs.	Agts.	Wkrs.	Agts.	Wkrs.	Agts.	Wkrs.	Agts.	W
1 Week	69	187,408	7*	12,985	45†	151,217	8	15,713	1	559	—	—	3	1,597	5	5,337	—	
2 Weeks	11	22,997	1	1,400	3	9,063	5	11,159	2	1,375	—	—	—	—	—	—	-	
3 Weeks	7	7,254	—	—	—	—	—	—	4	5,419	1	665	1	520	1	650	—	
4 Weeks	5	5,749	—	—	1	900	1	1,100	—	—	1	2,089	—	—	2	1,660	—	
5-8 Weeks	9	8,406	—	—	1	500	—	—	—	—	—	—	8	7,906	—	—	—	
Cash amts.	6	12,106	—	—	4	11,006	1	600	1	500	—	—	—	—	—	—	—	
Depends on reason for separation	55	196,503	—	—	—	—	2	1,980	1	500	—	—	—	—	—	—	52††	194
No details	5	25,929	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Total	167	466,352	8	14,385	54	172,686	17	30,552	9	8,353	2	2,754	12	10,023	8	7,647	52	19

*Four agreements provide 1 week for each 6 months of service.

†(i) Nine agreements pay 1 per cent of employees' earnings for the last full period of continuous service.
(ii) One agreement pays 1 day's wages after 1 year of service.

††Mostly federal government agreements providing (a) on layoff: first layoff = 2 weeks pay for the first year and one week's pay for the other remaining years to a maximum of 28 years. Subs layoffs: 1 week's pay for each year of service to a maximum of 27 years; (b) on resignation: After 10 years or more of continuous employment, a half week for each year of service to a maxi of 26 years; (c) on retirement: 1 week for each year of service to a maximum of 28 years.

rance Pay at Selected Years of Service

ance	Length of Service: 1 Year		5 Years		10 Years		15 Years		20 Years		25 Years	
	Agts.	Wkrs.	Agts.	Wkrs.	Agts.	Wkrs.	Agts.	Wkrs.	Agts.	Wkrs.	Agts.	Wkrs.
ovision	48	59,329	8	7,647	—	—	—	—	—	—	—	—
k*	48	159,917	4	2,097	5	5,337	3	2,830	3	2,830	3	2,830
ks	8	14,748	4	2,746	4	2,247	1	650	1	650	1	650
ks	—	—	17	20,475	1	650	4	2,247	1	650	1	650
ks	1	900	3	3,624	5	3,862	—	—	2	1,047	—	—
ks	—	—	50	175,085	15	19,172	3	2,764	4	3,314	6	4,361
ks	1	500	1	1,000	2	1,624	5	4,884	—	—	—	—
eeks	—	—	1	1,648	3	2,397	13	16,401	4	3,197	1	850
eks	—	—	8	13,889	45	163,486	4	5,134	15	19,624	6	6,694
weeks	—	—	3	2,203	6	14,113	4	3,325	4	4,568	14	17,371
eks	—	—	—	—	—	—	41	157,196	1	1,200	—	—
weeks	—	—	—	—	—	—	3	4,216	2	1,155	3	3,674
eks	—	—	—	—	8	13,889	1	905	42	158,101	3	4,805
weeks	—	—	1	900	2	1,239	4	11,813	2	2,916	2	1,155
eks	—	—	—	—	—	—	—	—	—	—	40	153,296
weeks	—	—	1	500	4	2,898	8	13,948	2	1,600	4	4,516
weeks	—	—	—	—	—	—	2	1,648	11	25,461	3	7,835
weeks	—	—	—	—	1	900	—	—	—	—	3	5,813
eks	—	—	—	—	—	—	4	2,953	6	4,601	10	16,414
52 weeks	—	—	—	—	—	—	1	900	1	900	1	900
amounts	4	11,006	6	12,106	6	12,106	6	12,106	6	12,106	6	12,106
nds on reason separation	52	194,023	55	196,503	55	196,503	55	196,503	55	196,503	55	196,503
rs	5	25,929	5	25,929	5	25,929	5	25,929	5	25,929	5	25,929
Total	167	466,352	167	466,352	167	466,352	167	466,352	167	466,352	167	466,352

en agreements pay 1 per cent of employee's earnings for the last full period of continuous service.
ne agreement pays one day's wages after one year of service.

imum Severance Pay under Major Collective Agreements, 1970

ance	Length of Service–Selected Years: 5 Years		10 Years		15 Years		20 Years		25 Years		Over 25 Years		Length not specified	
	Agts.	Wkrs.	Agts.	Whrs.	Agts.	Wkrs.	Agts.	Wkrs.	Agts.	Wkrs.	Agts.	Wkrs.	Agts.	Wkrs.
weeks	8	6,918	1	650	5*	5,053	1	665	1	550	—	—	—	—	—	—
"	6	6,543	—	—	5	5,693	—	—	1	850	—	—	—	—	—	—
"	1	970	—	—	—	—	1	970	—	—	—	—	—	—	—	—
"	3	4,805	—	—	1	905	—	—	2	3,900	—	—	—	—	—	—
"	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
"	64	245,515	2	1,730	—	—	1	1,100	—	—	—	—	61	242,685	—	—
"	3	7,835	—	—	—	—	—	—	3	7,835	—	—	—	—	—	—
"	1	1,050	—	—	—	—	—	—	—	—	1	1,050	—	—	—	—
"	9	7,251	—	—	—	—	4	2,953	2	1,648	—	—	3	2,650	—	—
amounts	6	12,106	—	—	—	—	1	600	—	—	—	—	2	2,800	3	8,706
t specified	61	147,430	—	—	—	—	—	—	—	—	—	—	—	—	61	147,430
etails	5	25,929	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	167	466,352	3	2,380	11	11,651	8	6,288	9	14,783	1	1,050	66	248,135	64	156,136

rs 4 agreements providing flat amounts.

Labour statistics

Principal Items	Date	Amount	Percentage Change From Previous Month	Pre
		(in thousands)		
TOTAL CIVILIAN LABOUR FORCE*				
Week ended January 15, 1971		8,582	− 0.8	+
Employed	January	7,917	− 2.6	+
Agriculture	"	420	− 4.3	−
Non-agriculture	"	7,497	− 2.5	+
Paid workers	"	6,959	− 2.2	+
At work 35 hours or more	"	6,227	− 3.7	+
At work less than 35 hours	"	1,358	− 3.9	+
Employed but not at work	"	332	+32.8	+
Unemployed	"	665	+25.5	−
Atlantic	"	85	+23.2	+
Québec	"	233	+25.3	−
Ontario	"	189	+28.6	−
Prairie	"	79	+23.4	−
British Columbia	"	79	+23.4	−
Without work and seeking work	"	611	+23.9	
On temporary layoff up to 30 days	"	54	+45.9	−
INDUSTRIAL EMPLOYMENT (1961 = 100)†	November	129.3	− 0.8	−
Manufacturing employment (1961 = 100)†	"	122.1	− 1.2	−
IMMIGRATION	1st 9 mths 1971	940.05	—	−
Destined to the labour force	1st 9 mths 1971	483.77	—	−
STRIKES AND LOCKOUTS				
Strikes and lockouts	January	75	− 7.4	−
No. of workers involved	"	16,399	+15.2	−
Duration in man days	"	137,370	−12.1	−
EARNINGS AND INCOME				
Average weekly earnings (ind. comp.)†	November	142.22	—	−
Average hourly earnings (mfg.)†	"	3.33	—	−
Average weekly hours paid†	"	40.4	+ 0.2	−
Consumer price index (1961 = 100)	February	137.3	+ 0.4	−
Index numbers of weekly earnings in 1961 dollars (1961 = 100)‡	November	134.0	+ 0.3	−
Total labour income (millions of dollars)†	October	4,496.3	− 0.3	−
INDUSTRIAL PRODUCTION†				
Total (average 1961 = 100)	January	184.0	+ 0.4	−
Manufacturing	"	179.3	+ 0.7	−
Durables	"	204.0	+ 1.2	−
Non-durables	"	159.9	+ 0.3	−
NEW RESIDENTIAL CONSTRUCTION**				
Starts	"	9,434	−37.1	
Completions	"	15,096	+ 1.1	
Under construction	"	146,430	+ 0.4	

* Estimates of the labour force, the employed and the unemployed, are from The Labour Force, a monthly publication of Statistics Canada, in addition, contains the characteristics of the labour force, together with definitions and explanatory notes.
† Advance data.
‡ Preliminary.
** Centres of 10,000 population or more.

anada Department of Labour Publications

d trial Relations Research in Canada (annual). An inventory of in- sial relations research undertaken by the Department, other gov- ent departments, academic institutions and private individuals. re Cat. No. L2-29/1970.

c nomics and Research Branch

a ur Organizations in Canada (annual). Contains a brief com- ary, the latest statistical data on union membership, and a i tory of labour organizations with names of their principal f rs, publications and the geographic distribution of their local r hes in Canada. (Bilingual). Price $1.25, Cat. No. L2-2/1971.

t es and Lockouts in Canada (annual). Furnishes a record of strikes n ockouts occurring in Canada during a year. Tables and related x show strikes and lockouts by years, by areas, by industries, n ding time lost, number of workers involved, duration, etc. Price 5 nts, Cat. No. L2-1/1970.

W e Rates, Salaries and Hours of Labour, 1970. Contains the results f ccupational wage rates and standard hours of work in major o munities and most industries. (Bilingual). $3.00. Cat. No. L2-553.

W e Rates, Salaries and Hours of Labour, 1971. An annual report u ished in loose-leaf form and followed later by a paperback o me. Contains the results of an annual survey at October 1 of c pational wage rates and standard hours of work in major com- n ities and most industries. First-year service, including attractive b er with index tabs and paperback volume, $10.00; service without n xed binder, $7.50; individual tables, free from Surveys D sion. Paperback volume, $3.00. (Bilingual). Cat. No. L2-554.

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D rmination of the Appropriate Bargaining Unit by Labour Relations B rds in Canada, by Edward E. Herman, 1966. Occasional Paper No. . rice $3.50, Cat. No. L2-26/5.

W ges in Canada and the United States: an Analytical Comparison, by A n A. Porter and others. Occasional Paper No. 6. Price $1.75, Cat. N L2-26/6.

T Constitutional Framework of Union Finance, by J. K. Eaton. 1971. A analysis of the financial provisions of the constitutions of the main n ons operating in Canada at December 31, 1966. (English or F nch). Price $2.00. Cat. No. L41-870.

W omen's Bureau

W men's Bureau '69; and **Women's Bureau '70.** Two publications each p senting three papers. The papers deal with the status of women in t labour force and in society, and with various problems encountered p working women. (Bilingual). Free.

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Working Mothers and Their Child-Care Arrangements. A statistical study of the number of working mothers, their work patterns, earnings and occupations; the number and ages of the children of working mothers; and the child-care arrangements of working mothers by their work patterns, occupations and earnings. 1970. (English or French). Free.

Women in the Labour Force 1970, Facts and Figures. (Bilingual). Free.

Legislative Research Branch

Labour Relations Legislation in Canada. A comparative study of the federal and provincial Labour Relations Acts in Canada as they existed at the end of 1968. (A separate reprint, updating material in this publication, is available free on request). Price $3.50. Cat. No. L34-2069.

Labour Standards in Canada. Sets out standards in effect under federal and provincial labour laws regarding child labour, minimum wages, equal pay for equal work, hours of work, weekly rest day, annual vacations with pay, public holidays, fair employment practices, notice of termination of employment, maternity protection (new section) and workmen's compensation. (English or French). Price $1.00. Cat. No. L2-7/1970.

Workmen's Compensation in Canada. Deals with compensation for employment injury, the basic principles underlying the system, and coverage of the provincial Acts as of December 31, 1967. (Information on changes in workmen's compensation laws is published yearly and is available free on request). 1969. (English or French). Price $1.00. Cat. No. L34-1969.

Accident Prevention and Compensation Branch

Catalogue of Training Courses in Occupational Safety and Health. (Bilingual). Free. Cat. No. L36-1771.

Planning for Safety—Canada Occupational Safety Manual. Intended as a guide to persons charged with developing and maintaining an accident prevention program. English and French. Price 50 cents. Cat. No. L36-1669/1.

Bibliography, Occupational Safety and Health. Lists some 500 selected holdings of Technical Library, Accident Prevention Division, 1970. Free.

Make cheque or post office money order **payable to the Receiver General of Canada.** Mail it to Information Canada, Ottawa. Publications marked "Free" may be ordered from the Publications Division, Canada Department of Labour.

The farmer's average income in 1968 was $2,800 and that of the industrial worker $4,300. The increase in farming income remains tied to the bargaining power of the workers in this sector and farmers have long realized the need of banding together to increase this power. A recent Québec Bill establishes the right of any farm producer to belong to a union of his choice. See "Green Power", p. 219.